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

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JULY 5, 2022, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of June 21, 2022.
- D. Hearings.
- E. Organizational Business - Mayoral appointment: Susan Lance, 4141 W. Maplecrest Dr., Ald. Dist. 4 to the Parks Commission for a 3-year unexpired term expiring 4/30/2024.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Beauty Salon Use Upon Property Located at 11113 West Forest Home Avenue, Suite 220 (Lourdes Hernandez, Owner, D/B/A Face Palette Aesthetics by L.E. LLC, Applicant).
 - 2. Purchase of MILO Use of Force Training Simulator using American Rescue Plan Act (ARPA) Grant Funds and Approval of Related Budget Amendment to Facilitate Same.
 - 3. An Ordinance to Amend Ordinance No. 2021-2486, An Ordinance Adopting the 2022 Annual Budget for the Police Department Grant Fund to provide \$80,581.50 of State of Wisconsin ARPA Grant Funds for the Purchase of a MILO Use of Force Training Simulator.
 - 4. Request from Fire Department for Approval to Merge the Historically Differentiated “Fire” and “Paramedic” Lieutenants Into a Single “Lieutenant” Job Description (With Updates and Technical Corrections).
 - 5. Authorize the Purchase of Windows 2022 Data Center Core and Client Access Licenses.
 - 6. Authorize the Purchase of a Department of Public Works Technology Server.

Common Council Meeting Agenda

July 5, 2022

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7. A Resolution to Rescind Resolution No. 2021-7792, A Resolution Authorizing Certain Officials to Accept a Pedestrian Access and Bicycle Path Easement for Pleasant View Reserve Subdivision Located at Approximately S. 51st Street and W. Marquette Avenue, and to Authorize Certain Officials to Accept a Public Recreational Trail Easement for Pleasant View Reserve Subdivision, and informational updates on the Pleasant View Reserve Subdivision Development Agreement and the Agreement to Construct West Marquette Avenue from South 51st Street to South 49th Street between and among the City of Franklin, Creative Homes, Inc. and Franklin 49th Street LLC.
8. Authorize the Release of Performance Bond No. LICX1156671 From Lexon Insurance Company for Aspen Woods Subdivision Phase 1 and Performance Bond No. LICZ1167124 for Aspen Woods Subdivision Phase 2, Located East of S. 51st Street and South of W. Puetz Road as Recommended by the Engineering Department
9. Authorization for the Engineering Department to Purchase a 2022 Ford F-150 from Ewald Automotive Group for \$48,045.00.
10. Labor Contract Negotiations and Collective Bargaining Strategies. The Common Council may enter closed session pursuant to Wis. Stats. § 19.85(1)(c) and (e), to discuss collective bargaining strategy in regard to negotiations with the Franklin Police Officers Association, for competitive and bargaining reasons, and to re-enter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.
11. *Paul R Conforti, et al v. City of Franklin, et al* , Milwaukee County Circuit Court, Case No. 20-CV-0758, removed to the United States District Court Eastern District of Wisconsin, Case No. 20-349. 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.
12. *Franklin Community Advocates, et al. v City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031, and *Franklin Community Advocates, Inc., et al. v. City of Franklin*, United States District Court Eastern District of Wisconsin, Case No. 20-413. 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. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of July 5, 2022.

Common Council Meeting Agenda

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

J. Adjournment.

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

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

REMINDERS:

July 7	Plan Commission Meeting	7:00 p.m.
July 19	Common Council Meeting	6:30 p.m.
July 21	Plan Commission Meeting	7:00 p.m.
August 2	Common Council Meeting	6:30 p.m.
August 4	Plan Commission Meeting	7:00 p.m.
August 9	Fall Partisan Primary	7:00 a.m.-8:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JUNE 21, 2022
MINUTES

C.

- | | | |
|---|------|--|
| ROLL CALL | A. | The regular meeting of the Common Council was held on June 21, 2022 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderwoman Michelle Eichmann, Alderwoman Wilhelm, Alderwoman Shari Hanneman, and Alderman John R. Nelson. Not present were Alderman Ed Holpfer and Alderman Mike Barber. Also in attendance were Dir. of Administration Peggy Steeno, Dir. of Finance and Treasurer Denise Gilbert, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:31 p.m. and closed at 6:36 p.m. |
| MINUTES
JUNE 7, 2022 | C. | Alderwoman Hanneman moved to approve the minutes of the regular Common Council meeting of June 7, 2022, as presented at this meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| MAYORAL
APPOINTMENTS | E. | Alderwoman Hanneman moved to confirm the following Mayoral appointment: Joe Mercado, 10162 S. 34th St., Ald. Dist. 4 to the Finance Committee for a 1-year unexpired term expiring 4/30/23. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried. |
| RES. 2022-7872
ACCEPT DONATION OF
OUTLOT IN RYAN
MEADOWS SUBD. AND
POND AGREEMENT TO
RYAN MEADOWS
OWNERS ASSOC., INC. | G.1. | <p>Alderman Nelson moved to suspend the regular order of business to allow S.R. Mills to speak. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.</p> <p>Alderwoman Wilhelm moved to postpone the donation or acceptance of easement until information is available on the location of the trail or clear information for the homeowners' association easement maintenance is spelled out in the document on Page 35 of the Council meeting packet, Pond Access and Maintenance Easement Agreement. Motion died due to the lack of a second.</p> <p>Alderman Nelson moved to adopt Resolution No. 2022-7872, A RESOLUTION TO ACCEPT DONATION OF OUTLOT 3 (TKN 891-1087-000) IN RYAN MEADOWS SUBDIVISION FROM LOOMIS & RYAN, INC. ALONG W. CHICORY STREET AND DEDICATE A POND ACCESS TO RYAN MEADOWS OWNERS ASSOCIATION, INC., subject to corrections by the City Engineer,</p> |

City Attorney, and the Developer. Seconded by Alderwoman Hanneman. On roll call, Alderman Nelson, Alderwoman Hanneman, and Alderwoman Eichmann voted Aye; Alderwoman Wilhelm voted No. Motion carried.

DENY 2025 FUTURE
LAND USE MAP FOR
TKN 892-9999-002,
BEAR DEV., LLC,
APPLICANT; IGNASIAK
INV. CO., LLC, OWNER

G.2. Alderwoman Wilhelm moved to deny an Ordinance amending the *City of Franklin 2025 Comprehensive Master Plan* to change the City of Franklin 2025 Future Land Use Map for property bearing Tax Key Number 892-9999-002, Bear Development, LLC, applicant, Ignasiak Investment Co., LLC, owner, from "Recreational" use and "Areas of Natural Resource Features" to "Residential" use. Seconded by Alderman Nelson. All voted Aye; motion carried.

DENY UDO ZONING
MAP TKN 892-9999-002
BEAR DEV., LLC,
APPLICANT, IGNASIAK
INV. CO., LLC, OWNER

G.3. Alderman Nelson moved to deny an Ordinance amending the Unified Development Ordinance (Zoning Map) to rezone the property bearing Tax Key Number 892-9999-002, Bear Development, LLC, applicant, Ignasiak Investment Co., LLC, owner, from A-2 Prime Agricultural District and C-1 Conservancy District to R-5 Suburban Single-Family Residence District. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2022-7873
CONDO COMPLEX
DEV. AT 12000 W.
LOOMIS RD., BEAR
DEV., LLC, APPLICANT,
BOOMTOWN, LLC,
OWNER

G.4. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7873, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CONDOMINIUM COMPLEX DEVELOPMENT USE UPON PROPERTY LOCATED AT 12000 WEST LOOMIS ROAD (STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT, BOOMTOWN, LLC, PROPERTY OWNER), as amended in Conditions and Restrictions No. 4 (change building permits to grading permits) and No. 6 (change pedestrian path to sidewalks and multi-use trail). Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2022-7874
RYAN CREEK
PEDESTRIAN/BICYCLE
TRAIL

G.5. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7874, A RESOLUTION TO ADOPT THE RYAN CREEK PEDESTRIAN/BICYCLE TRAIL PLAN IN CONCEPT, and direct staff to include the full trail pedestrian trail connectivity map, as provided at the 6/21/22 Common Council meeting, into the plan, and that no portion of this document shall give negotiation privileges under the process 19-9. Commencing Projects, and return to the Common Council prior to funding allocations within the budget of any projects. Seconded by Alderman Nelson. All voted Aye; motion carried.

HIRING PUBLIC
HEALTH SPECIALIST

G.6. Alderwoman Hanneman moved to approve the transfer of Public Health Manager to Public Health Specialist in the 2022 budget and approval for hiring of a Public Health Specialist. Seconded by Alderman Nelson. All voted Aye; motion carried.

BUSINESS VIEW
MAGAZINE

G.7. Alderman Nelson moved to approve the Business View Magazine Franklin Feature, which will be supported through Key Vendor Advertising sold by Business View Magazine. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2022-7875
APPROVE NR-208
REPORT FOR 2021

G.8. Alderman Nelson moved to adopt Resolution No. 2022-7875, A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2021. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2022-7876
AMENDMENTS TO
CODE OF CONDUCT
AND ETHICS AND
RULES OF THE
COMMON COUNCIL
—

G.9. The following motions in G.9. relate to the City of Franklin Code of Conduct and Ethics, Elected and Appointed Officials, October 5, 2021:

Alderwoman Wilhelm moved to amend the last sentence of Section 1: Purpose, to read, “This Code of Conduct works in conjunction with the City of Franklin Municipal Code and State of Wisconsin Statutes, and including the Administrative Policies and Procedures as Indexed and available in the Clerk’s office.” Seconded by Alderman Nelson. On roll call, Alderwoman Eichmann, Alderwoman Wilhelm, and Alderman Nelson voted Aye; Alderwoman Hanneman voted No. Motion carried.

Alderman Nelson moved to replace the first sentence in Section 2: Elected Officials and Commission/Board/Committee Members Conduct with One Another, with the following: The elected Alderpersons and the Mayor (hereinafter the “Common Council”) have a responsibility to set policy and carry out policies for the City. Policy setting is a function of the Legislative branch (elected Alderpersons and Mayor) while the Executive branch (Mayor) assures policies, as set by the Council, are carried out with staff assistance. The Mayoral policy role is fulfilled by recommending policies to the Council, breaking ties, and through veto power. Seconded by Alderwoman Wilhelm. Mayor Olson vacated his seat at 8:17 p.m. and returned at 8:18 p.m.

Alderwoman Wilhelm, seconded by Alderwoman Hanneman, moved to call the question. All voted Aye; motion carried.

On the roll call vote for the main motion, Alderman Nelson, Alderwoman Wilhelm, and Alderwoman Eichmann voted Aye; Alderwoman Hanneman voted No. Motion carried.

Alderwoman Wilhelm moved that a City Facebook page be created and have all departments, with separate pages, except the Police and Fire Departments, be on the City page. Seconded by Alderman Nelson. Mayor Olson ruled this motion out of order due to lack of proper agenda language.

A recess was taken from 8:28 p.m. to 8:47 p.m. due to audio technical difficulties.

Alderwoman Wilhelm moved that the subject matter of a City Facebook page be listed as a separate Common Council agenda item within the next two months. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Alderwoman Wilhelm moved to delete in Section 3: Elected Officials and Commission/Board/Committee Members Conduct with City Staff, the fifth paragraph starting "Should an individual Council..." and insert the following in its place:

"Municipal Code § 19-2. Order of business. Agenda. — — —
The business of the Council shall be conducted according to the agenda prepared by the Clerk. All matters intended to be placed upon a regular meeting agenda shall be submitted to the Clerk no later than 9:00 a.m. on the Friday during the week preceding the regular Tuesday meeting, and the Clerk shall distribute the agenda to Common Council members no later than 5:00 p.m. on the Friday during the week preceding the regular Tuesday meeting.
Municipal Code § 19-1. Meeting time and date. B. Special meetings. Special meetings of the Council may be called by two Alderpersons by filing a written request with the Clerk at least 24 hours prior to the time specified for such meeting. The Clerk shall immediately notify each Alderperson of the time and purpose of such meeting. The notice shall be delivered to each Alderperson personally or left at his or her usual place of abode. The Clerk shall cause an affidavit of service of such notice to be filed in his or her office prior to the time fixed for such special meeting. Special meetings may be held without notice when all members of the Council are present or consent in writing to the holding of such meeting. Unless all Alderpersons are in attendance, no business shall be transacted at a special meeting except for the purpose stated in the notice thereof."

Seconded by Alderman Nelson. On roll call, Alderman Nelson, Alderwoman Wilhelm, and Alderwoman Eichmann voted Aye; Alderwoman Hanneman voted No. Motion carried.

Alderman Nelson moved to replace the first paragraph in Section 5: Elected Officials and Commission/Board/Committee Members Conduct with Other Governmental Public Agencies and Offices, with the following:

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

Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.

Alderwoman Wilhelm moved to change the last sentence of Section 2.B. Use of Civility and Decorum in Discussions and Debate, to read, “If that is not successful, the offended official should call for a “point of personal privilege”, which if ruled upon by the parliamentarian as in order, the member calling the point of personal privilege shall be granted five minutes to address the concern.” Seconded by Alderman Nelson. On roll call, Alderman Nelson, Alderwoman Wilhelm, and Alderwoman Eichmann voted Aye; Alderwoman Hanneman voted No. Motion carried.

Alderwoman Wilhelm moved to delete the first two paragraphs in Section 3: Elected Officials and Commission/Board/Committee Members Conduct with City Staff, and replace with the following: Governance of the City relies on cooperative efforts between elected officials and staff. The legislative body passes laws and sets policy,

and the Mayor shall take care that the City ordinances and State laws are observed and enforced and that all City officers and employees discharge their duties. Therefore, every effort is to be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.

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

Alderwoman Wilhelm moved to delete the second paragraph of Section 3.C. Do Not Supersede Administrative Authority, and insert the following:

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

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

Alderwoman Wilhelm moved to amend the wording in Section 4: Elected Officials and Commission/Board/Committee Members Conduct Towards the Public, C. Ask for Clarification, but Avoid Debate and Argument with the Public, as follows:

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

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

Alderwoman Wilhelm moved to amend the wording in Section 4.D. Following Parliamentary Procedure in Conducting Public Meetings, as follows:

The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure

shall be in with consideration from input from the City Attorney, subject to appeal of and to the Council.

Motion died due to the lack of a second.

Alderman Wilhelm moved to amend the wording in Section 5: Elected Officials and Commission/Board/Committee Members Conduct with Other Governmental Public Agencies and Offices, D. Mayor's Role Representing the City, as follows:

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

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

Alderman Wilhelm moved to delete Section 6: Elected Officials Conduct with Commissions/Board/Committees, D. Closed Session Participation. Motion died due to the lack of a second.

Alderman Wilhelm moved to amend the words in the first sentence in Section 7: Elected Officials and Commission/Board/Committee Members Conduct with the Media, A. Expression of Positions on Issue, from "must clearly state" to "must be clear". Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Wilhelm moved to add "or through the complaint process." to the end of Section 7, B. Discussions Regarding City Staff. Motion died due to the lack of a second.

Alderman Wilhelm moved to delete the first sentence in Section 8: Enforcement of this Code of Conduct, C. Time for Filing, "A complaint under this Code must be filed no later than sixty (60) days from the date of discovery of the alleged violation." Alderman Wilhelm withdrew her motion.

The following motions in G.9. relate to the City of Franklin Rules of the Common Council, October 5, 2021:

Alderman Wilhelm moved to change the word "shall" to "should" as follows: Section 5) Rules Pertaining to Conduct of the Council Meeting/Motions/Voting, h. Motions to Table ~~Shall~~ Should Include Date or Time Frame for Action – Motions to table ~~shall~~ should include a specific date... Seconded by Alderman Eichmann. All voted Aye; motion carried.

Alderman Wilhelm moved that no amendments shall come before the Common Council until a new member is elected into office. Seconded by Alderman Nelson. On roll call, Alderman Wilhelm voted Aye; Alderman Eichmann, Alderman Hanneman, and Alderman Nelson voted No. Motion failed.

Alderman Wilhelm moved to adopt Resolution No. 2022-7876, A RESOLUTION AFFIRMING AMENDMENTS TO THE CITY OF FRANKLIN CODE OF CONDUCT AND ETHICS AND RULES OF THE COMMON COUNCIL, as presented and amended to include a provision that the Code of Conduct and Ethics and Rules of the Common Council as amended pursuant to this Resolution are annexed hereto, and subject to any other technical changes as determined by the Director of Administration and City Attorney to the Resolution. Seconded by Alderman Nelson. All voted Aye; motion carried.

CODE OF CONDUCT
AND ETHICS

G.10. Alderman Wilhelm moved to postpone indefinitely a Resolution affirming the City of Franklin Code of Conduct and Ethics. Seconded by Alderman Nelson. All voted Aye; motion carried.

APPROVE INTERN
APPROVAL/
AUTHORIZATION
POLICY

G.11. Alderman Wilhelm moved to deny the Intern Approval/Authorization Policy. Motion died due to the lack of a second.

Alderman Hanneman moved to approve the Intern Approval/Authorization Policy as present. Seconded by Alderman Nelson. On roll call, Alderman Nelson, Alderman Hanneman, and Alderman Eichmann voted Aye; Alderman Wilhelm voted No. Motion carried.

DIRECTOR OF CLERK
SERVICES POSITION

G.12. Alderman Nelson moved to approve the job description of Director of Clerk Services and early hiring for the position. Seconded by Alderman Hanneman. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderman Hanneman moved to approve the following from the License Committee:

Hold 2021-22 and 2022-23 Operators' Licenses for appearance for Kenneth Burks and Adriana Murillo;
Grant Class B Combination, Entertainment & Amusement License contingent pending inspection to Point After LLC, Agent Darryl Malek, 7101 S 76th St;
Hold 2021-22 and 2022-23 Operator License for Aarion Gonzalez until December or such time prior to that if notice and proof that the case has been completed;

Grant Extraordinary Entertainment & Special Event to Federation of Croatian Societies, Croatian Fest, Thomas Krenz, 9100-9140 S 76th St, 7/16/22;

Grant 2021-22 and 2022-23 Operator License to Shaun Chisom, Dawn Boneck; and

Grant 2022-2023 Operator's License to: Sydney Churchill, Holly Daniels, Nicholas Fischer, Peggy Flores, Sarah Josephson, Richard Neumann, Kimberly Schultz, Savanna Solomon, Jenna Torbeck, Erick Bogust, Heather Flores, Madeline Gernhause, Justine Kagerbauer, Mikala Lindl, Lisa Oliver, Lori Otto, Allison Planton Josphe Schauer, Julie Wiltzius, and Raquel Zalewski.

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

VOUCHERS AND
PAYROLL

- I. Alderwoman Hanneman moved to approve City vouchers with an ending date of June 16, 2022 in the amount of \$2,428,759.15; payroll dated June 17, 2022 in the amount of \$427,722.10 and payments of the various payroll deductions in the amount of \$436,983.24, plus City matching payments and estimated payroll dated July 1, 2022 in the amount of \$417,000 and payments of the various payroll deductions in the amount of \$250,000, plus City matching payments and Property Tax disbursements with an ending date of June 16, 2022 in the amount of \$1,273,592.46. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Nelson moved to adjourn the meeting at 10:18 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>07-5-22</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Mayoral Commission Appointment</p>	<p>ITEM NUMBER</p> <p>E.</p>

Mayoral appointment: Susan Lance, 4141 Maplecrest Dr., Ald. Dist. 4 to the Parks Commission for a 3 year unexpired term expiring 04/30/24.

COUNCIL ACTION REQUESTED

Motion to confirm the Mayoral appointment: Susan Lance, 4141 Maplecrest Dr., Ald. Dist. 4 to the Parks Commission for a 3 year unexpired term expiring 04/30/24.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Saturday, June 25, 2022 11:26 AM
To: Lisa Huenig; Shirley Roberts, Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Susan (Susy) Lance
PhoneNumber:
EmailAddress: Momjigga@hotmail.com
YearsasResident: 31
Alderman: Hanneman
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: yes
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Anthem Blue Cross Blue Shield
CompanyAddressJob1: 220 Virginia Ave Indianapolis IN
TelephoneJob1: 317-488-6000
StartDateandPositionJob1: 2004
EndDateandPositionJob1: 2022
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Susan Lance

Date: 6/25/2022

Signature2: Susan Lance

Date2: 6/25/2022

SourceDocID: 9278

SourceNavName: Volunteer Fact Sheet

Address: 4141 Maplecrest Dr Franklin WI 53132

PriorityListing:

WhyInterested:

As someone who uses the parks daily in Franklin I would be able to provide citizen input into decisions being made for the community with regards to the parks system. I love my city and would like to make positive difference in peoples lives.

DescriptionofDutiesJob1:

I am registered nurse no longer working in clinical. I worked in managed care for Anthem as a business change manager implementing different projects. I am recently retired. I was working remotely at home

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

I volunteer for St Alphonsus church in Greendale Wi as a reader of the readings. I also help with the garden around the priest house. I am scheduled to volunteer for the traveling Vietnam wall during the upcoming July festivities in Franklin

See Current Results

Shirley Roberts

From: Lisa Huening
Sent: Tuesday, June 28, 2022 7:31 AM
To: Shirley Roberts
Subject: FW: Please put this with Volunteer Fact Sheet That was Submitted

Shirley,

Please see the below email – can you please print and attach her below note to her Volunteer Fact Sheet that she submitted?

Please confirm.

Thanks

lisa

Lisa Huening
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
414-858-1100



From: contactus@franklinwi.info <contactus@franklinwi.info>
Sent: Saturday, June 25, 2022 5:11 PM
To: Lisa Huening <LHuening@franklinwi.gov>
Subject: Contact Us

Department: Administration
Name: Susy Lance
EmailAddress: Momjigga@hotmail.com
PhoneNumber: 414-708-2533
Subject: Volunteer position on Parks commission
Address: 4141 Maplecrest Dr

CommentsorQuestions: I submitted an application earlier today to serve on the park commission. I failed to add my history of volunteering with the Franklin recreation department for the past 5 years with the Pickleball program. If possible please include this information with what I previously submitted. Thank you

[See Current Results.](#)

<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;">07/05/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A BEAUTY SALON USE UPON PROPERTY LOCATED AT 11113 WEST FOREST HOME AVENUE, SUITE 220</p> <p style="text-align: center;">(LOURDES HERNANDEZ, OWNER, D/B/A FACE PALETTE AESTHETICS BY L.E. LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.1.</p>

At the June 23, 2022 regular meeting, the Plan Commission carried a motion to recommend approval of this application for a Special Use under Standard Industrial Classification No. 7231, "Beauty Shops" (which requires a Special Use permit in the M-1 Zoning District), to operate a two employee beauty salon specializing in skincare and waxing services, with hours of operation generally from 8:00 a.m. to 7:00 p.m., Monday through Friday. The vote was 6-0-0.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2022-_____, imposing conditions and restrictions for the approval of a Special Use for a Beauty Salon use upon property located at 11113 West Forest Home Avenue, Suite 220 (LOURDES HERNANDEZ, OWNER, D/B/A FACE PALETTE AESTHETICS BY L.E. LLC, APPLICANT)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 6-6-22]

RESOLUTION NO. 2022-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A BEAUTY SALON USE UPON
PROPERTY LOCATED AT 11113 WEST FOREST HOME AVENUE, SUITE 220
(LOURDES HERNANDEZ, OWNER, D/B/A FACE
PALETTE AESTHETICS BY L.E. LLC, APPLICANT)

WHEREAS, Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC, having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7231 “Beauty Shops”, to allow for a two employee beauty salon, with hours of operation generally from 8:00 a.m. to 7:00 p.m., Monday through Friday, upon property located at 11113 West Forest Home Avenue, Suite 220, bearing Tax Key No. 704-9978-002, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 3988, recorded on March 11, 1981, Reel 1362, Images 185 to 187, as Document No. 5462366, being a part of the Northeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 23rd day of June, 2022, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC, for the approval of a Special Use for the property

LOURDES HERNANDEZ, OWNER, D/B/A FACE PALETTE AESTHETICS BY L.E.
LLC – SPECIAL USE
RESOLUTION NO. 2022-_____

Page 2

particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC, successors and assigns, as a beauty salon use, which shall be developed in substantial compliance with, and operated and maintained by Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC, pursuant to those plans City file-stamped June 14, 2022 and annexed hereto and incorporated herein as Exhibit A.
2. Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC beauty salon, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC and the beauty salon use for the property located at 11113 West Forest Home Avenue, Suite 220: (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.

BE IT FURTHER RESOLVED, that in the event Lourdes Hernandez, owner, d/b/a Face Palette Aesthetics by L.E. LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a

LOURDES HERNANDEZ, OWNER, D/B/A FACE PALETTE AESTHETICS BY L.E.
LLC – SPECIAL USE
RESOLUTION NO. 2022-_____

Page 3

separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

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

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

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of June 23, 2022
Special Use

RECOMMENDATION: City Development Staff recommends approval of the proposed Special Use for a beauty shop business use upon property located at 11113 W. Forest Home Avenue, subject to the conditions of approval in the attached draft resolution.

Project Name:	Face Palette Aesthetics Special Use
Project Address:	11113 West Forest Home Avenue, Suite 220
Applicant:	Joel Cook
Owners (property):	11113 West Forest Home Avenue, LLC
Current Zoning:	M-1 Limited Industrial District & C-1 Conservancy District
2025 Comprehensive Master Plan	Industrial
Use of Surrounding Properties:	WE Energies substation and Ewald automobile dealership to the north, gasoline service station to the south, Ewald Truck Center and Hiller Ford automobile dealership to the east and single-family residential to the west.
Applicant Action Requested:	Recommendation of approval for the proposed Special Use for Face Palette Aesthetics.

On April 12, 2022, Joel Cook of Ogden Construction submitted a Special Use application on behalf of Face Palette Aesthetics, requesting approval to operate a beauty shop business use within the building located at 11113 West Forest Home Avenue.

PROJECT DESCRIPTION AND ANALYSIS:

The property is zoned M-1 Limited Industrial zoning district; the proposed use corresponds to Standard Industrial Classification (SIC) Title No. 7231 Beauty Shops, which is allowed within the M-1 Limited Industrial District as a Special Use. A special use for a similar business in the neighboring suite was approved by the Common Council on June 7, 2022. This request is nearly identical.

As the applicant is not proposing exterior modifications to the property, a Site Plan amendment is not required at this time.

The hours of operation will be generally from 8:00 a.m. to 7:00 p.m., Monday through Friday. The business will have one client chair. For Beauty Shop uses, UDO Table 15-5.0203 requires 3 parking spaces for each client chair, plus one space per employee. The building has 83 spots available.

This Special Use permit would be contingent upon obtaining all other necessary licenses and permits, such as occupancy or building permits. Signage will require appropriate permitting from the Department of City Development. No license is required from the Health department. If piercing or

injecting anything under the skin (tattoo, permanent makeup, etc.) then licensing through the State of Wisconsin is necessary.

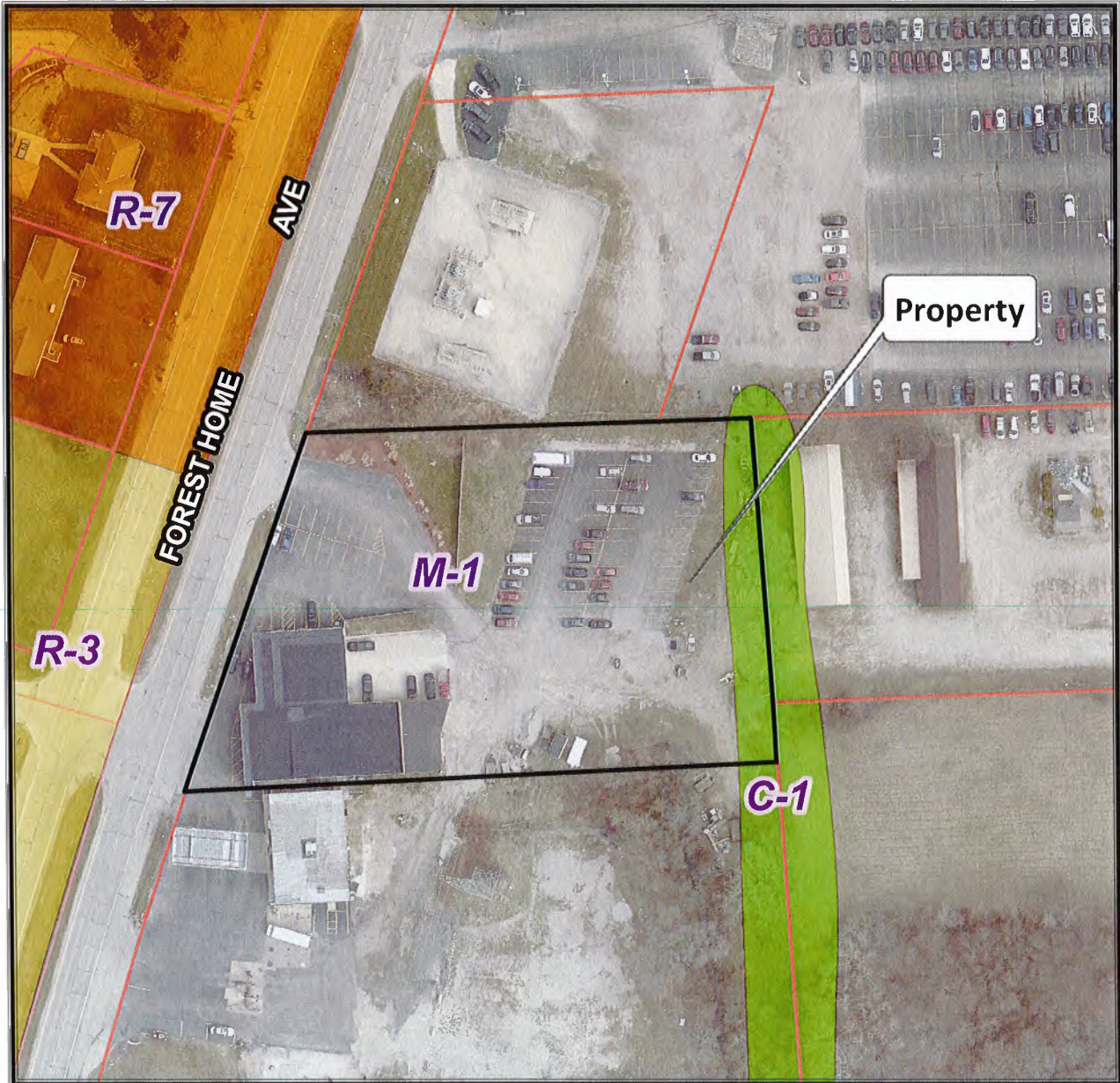
Face Palette Aesthetics has submitted a complete application for a special use permit, including responses to Section §15-3.0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. UDO Section §15-3.0703 Detailed Standards for Special Uses in Nonresidential Districts does not apply to this project, as the proposed special use is not one of the specified special uses in this section. The applicant has submitted responses to each of those standards, asserting that there will be no undue adverse impact or interference with surrounding development as a result of this special use.

The intent of the M-1 district is to *provide for manufacturing, industrial, warehousing, and uses of a limited nature and size in locations where the relative proximity to other uses requires more restrictive regulation*. The proposed use is consistent with the district intent.

STAFF RECOMMENDATION:

The Department of City Development staff recommends approval of this application for Special Use.

11113 W. Forest Home Ave.
TKN 704 9978 002



Planning Department
(414) 425-4024

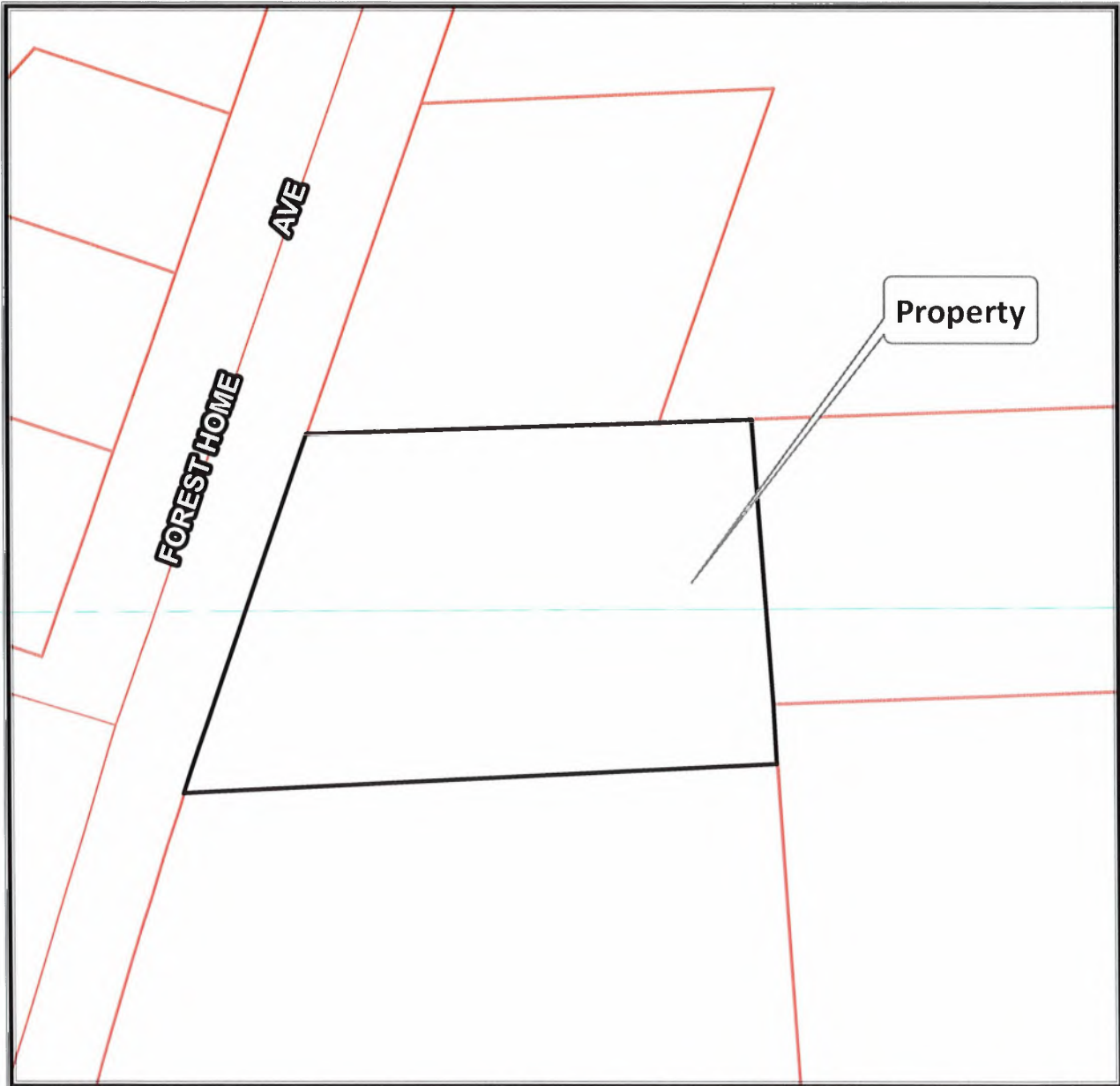
0 65 130 260 Feet

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

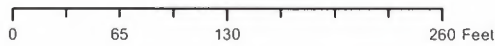


2021 Aerial Photo

11113 W. Forest Home Ave.
TKN 704 9978 002



Planning Department
(414) 425-4024



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



June 15, 2022

City of Franklin
Planning Department
9229 W. Loomis Road
Franklin, WI 53132

RE: 11113 W. Forest Home Avenue-Suite 220
Special Use Summary

I am asking for a special use permit to allow a beauty shop at my multi-tenant building. Per the M-1 Zoning, a beauty shop is listed as special use.

The salon hours for Face Pallet Aesthetics, LLC are from 8:00am to 7:00pm, Monday through Saturday with one employee and one customer at a time. They will have no adverse effect on the neighborhood. They will occupy 890 sq.ft existing space with no building modifications and will provide a much needed service to the residents of Franklin.

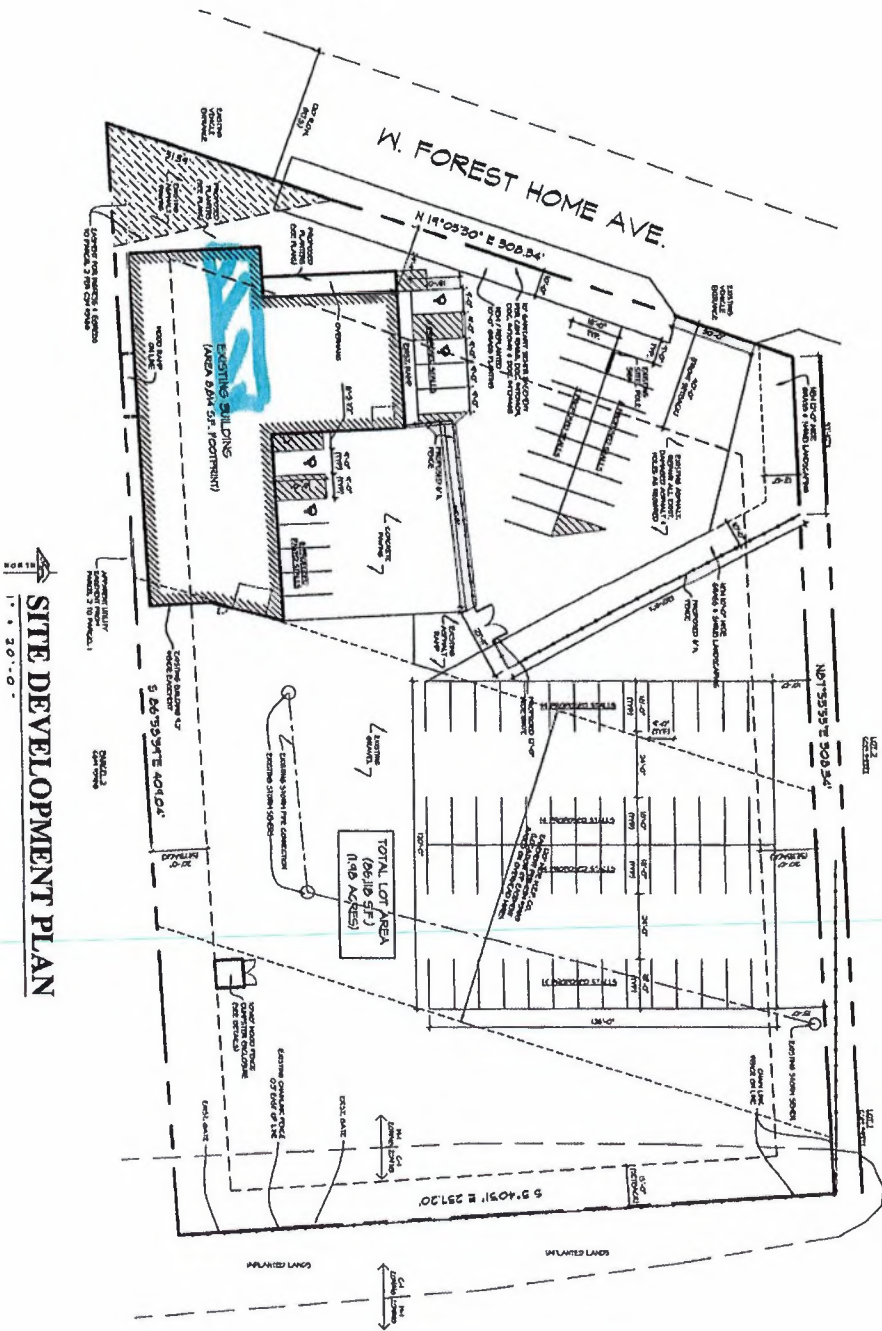
I appreciate your consideration of this proposal.

Sincerely,
OGDEN CONSTRUCTION GROUP, LLC

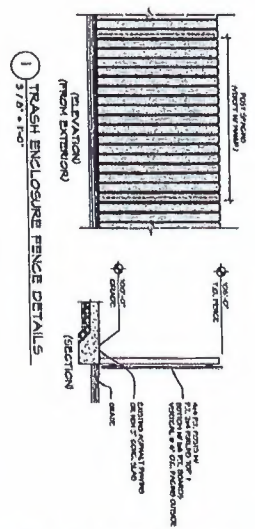


Joel Cook
President

Commencing at the northeast corner of $\frac{1}{4}$ Section; thence S. $00^{\circ}26'05''$ E., along the east line of said $\frac{1}{4}$ Section, 329.93 feet to a point; thence S. $87^{\circ}53'55''$ W., 855.90 feet to the point of beginning of the lands to be described; thence continuing S. $87^{\circ}53'55''$ W., 308.34 feet to a point in the easterly right of way of C.T.H. "00"; thence S. $19^{\circ}05'30''$ W., along said right of way line, 209.63 feet to a point of curve; thence along the arc of a curve with a radius of 3759.83 feet center lying to the southeast. Chord bearing point; thence N. $87^{\circ}53'55''$ E., 500.08 feet to a point; thence N. $03^{\circ}40'51''$ W., 496.55 feet to the point of beginning.



SITE DEVELOPMENT PLAN
 1" = 30' - 0"



BUILDING INFO	
PROJECT:	OGDEN CONSTRUCTION REMODEL
OWNER:	1111 S. FOREST HOME AVE. LLC
ADDRESS:	1111 S. FOREST HOME AVE. WISCONSIN
SECTION:	1-C-1
SITE DATA:	
DATE:	11/11/11
BY:	11/11/11
SCALE:	1" = 30' - 0"
PROJECT NO.:	1111 S. FOREST HOME AVE. LLC
PROJECT NAME:	OGDEN CONSTRUCTION REMODEL
PROJECT ADDRESS:	1111 S. FOREST HOME AVE. WISCONSIN
PROJECT CITY:	WISCONSIN
PROJECT STATE:	WISCONSIN
PROJECT ZIP:	53102
PROJECT COUNTY:	WISCONSIN
PROJECT DISTRICT:	WISCONSIN
PROJECT ZONING:	WISCONSIN
PROJECT PERMIT NO.:	WISCONSIN
PROJECT PLAN NO.:	WISCONSIN
PROJECT SHEET NO.:	WISCONSIN
PROJECT TOTAL SHEETS:	WISCONSIN
PROJECT DATE:	WISCONSIN
PROJECT TIME:	WISCONSIN
PROJECT LOCATION:	WISCONSIN
PROJECT CONTACT:	WISCONSIN
PROJECT PHONE:	WISCONSIN
PROJECT FAX:	WISCONSIN
PROJECT EMAIL:	WISCONSIN
PROJECT WEBSITE:	WISCONSIN
PROJECT SOCIAL MEDIA:	WISCONSIN
PROJECT VIDEO:	WISCONSIN
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PREVIOUSLY APPROVED DATA: 2/6/15

SITE DATA:

DATE: 11/11/11
 BY: 11/11/11
 SCALE: 1" = 30' - 0"
 PROJECT NO.: 1111 S. FOREST HOME AVE. LLC
 PROJECT NAME: OGDEN CONSTRUCTION REMODEL
 PROJECT ADDRESS: 1111 S. FOREST HOME AVE. WISCONSIN
 PROJECT CITY: WISCONSIN
 PROJECT STATE: WISCONSIN
 PROJECT ZIP: 53102
 PROJECT COUNTY: WISCONSIN
 PROJECT DISTRICT: WISCONSIN
 PROJECT ZONING: WISCONSIN
 PROJECT PERMIT NO.: WISCONSIN
 PROJECT PLAN NO.: WISCONSIN
 PROJECT SHEET NO.: WISCONSIN
 PROJECT TOTAL SHEETS: WISCONSIN
 PROJECT DATE: WISCONSIN
 PROJECT TIME: WISCONSIN
 PROJECT LOCATION: WISCONSIN
 PROJECT CONTACT: WISCONSIN
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OGDEN CONSTRUCTION REMODEL

1111 S. FOREST HOME AVE.
 FRANKLIN, WI
 SHEET 1411-1

PROPOSED SITE DEVELOPMENT PLAN & DETAILS

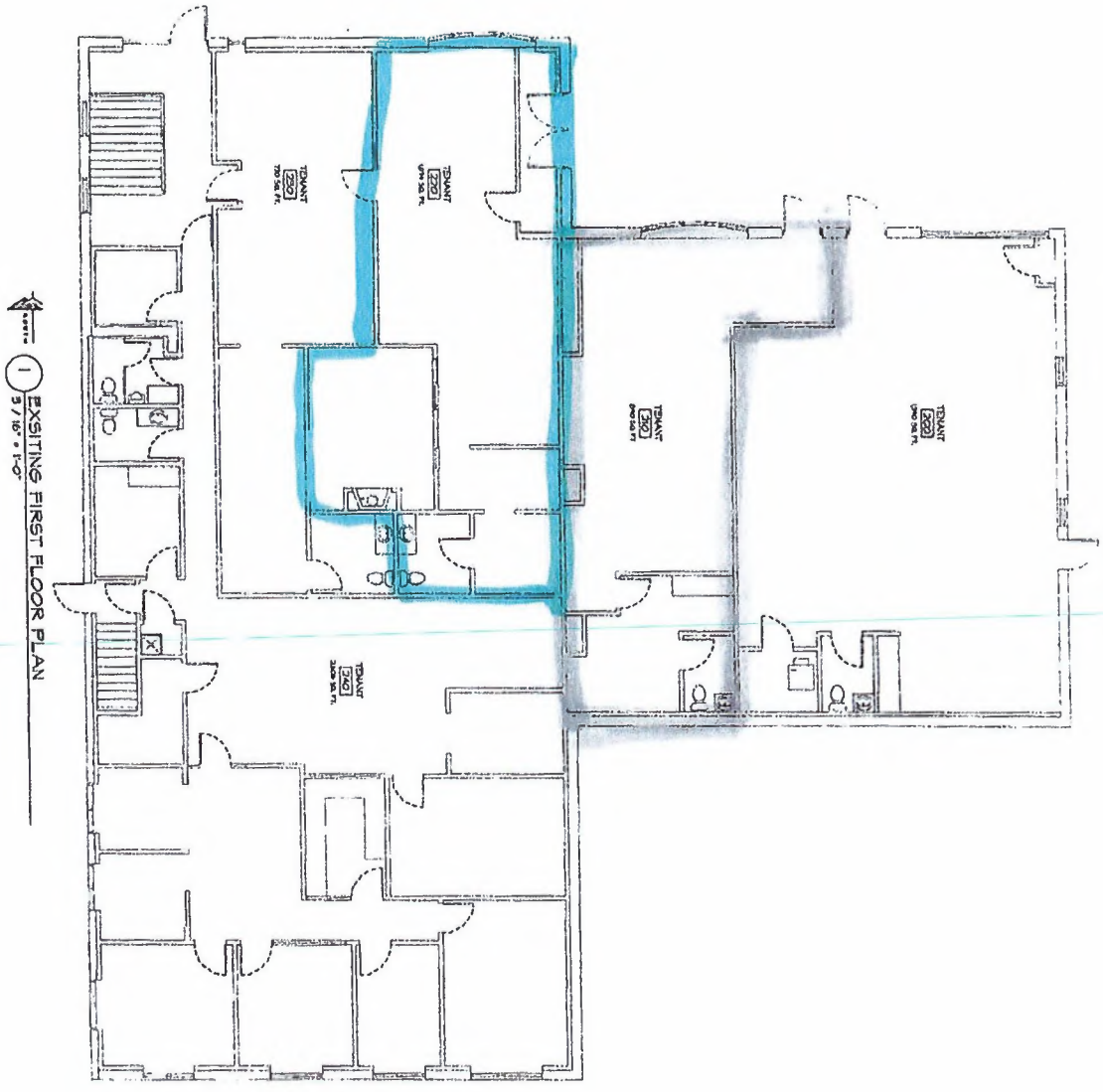
C-1

DATE: DEC. 1, 2014
 PROJECT NUMBER: 14-11-1

PATARA LLC
 Excellence in Architecture

2601 S. Sunny Slope Rd. • New Berlin, WI 53151
 Phone: 262-786-6776 Fax: 262-786-7036

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1 EXISTING FIRST FLOOR PLAN
5/16" = 1'-0"

A-3
DATE: DEC. 1, 2014
PROJECT NUMBER: 14-03

OGDEN CONSTRUCTION REMODEL

11115 W. FOREST HOME AVE.
FRANKLIN, WI

SHEET TITLE:
EXISTING FIRST FLOOR PLAN

CONTRACTOR:
OGDEN CONSTRUCTION
11115 W. FOREST HOME AVE.
FRANKLIN, WI 53125
TEL: 262-786-6776
FAX: 262-786-7036



PATERA LLC
Excellence In Architecture
2801 S. Sunray Slope Rd. • New Berlin, WI 53151
Phone: 262-786-6776 Fax: 262-786-7036

CONTRACTOR: PATERA LLC. ALL RIGHTS RESERVED. FOR USE OR REPRODUCTION BY ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF PATERA LLC.

City of Franklin
Department of City Development

Date: May 16, 2022
To: Joel Cook, Ogden Construction
From: Department of City Development – Associate Planner Ecks
RE: Special Use – Face Palette Aesthetics – 11113 W Forest Home Ave. STE 220 -
Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Special Use for Face Palette Aesthetics – 11113 W Forest Home Ave. STE 220 - Staff Comments date stamped April 12, 2022.

Department of City Development Comments

Beauty Shops (SIC 7231) require Special Use approval in M-1 zoning.

Project Summary

1. How many client chairs does Face Palette Aesthetics have? One
2. Does Face Palette Aesthetics provide any additional services other than skincare and salon services (e.g. microblading, makeup, etc.)? No

Parking

3. Please provide details about parking for this business. For Beauty Shop uses, UDO Table 15-5.0203 requires 3 parking spaces for each client chair, plus one space per employee. The site has 83 parking spots. Parking is not a problem.

Signage

4. Please note that any changes to signage will require issuance of a Sign Permit. Duly noted.

Health Department Comments

5. No license required from the Health department. If piercing or injecting anything under the skin (tattoo, permanent makeup, etc.) then licensing through the State of Wisconsin is necessary. Duly noted.

Inspection Services Department Comments

6. Project will require separate Building, HVAC, Plumbing and Electrical Permits for any remodeling work the owner may be contemplating. No work is planned; taking space as is.
7. Additional Water Impact fees may be required based on business use, employee count and work hours. Tenant will be required to file a "Water Impact Fee" calculation sheet. It would be desirable to have building Owner provide previous occupant information for this space

indicating the use, number of employees and business hours. Previous occupant was a roofing contractor with three people.

Legal Department Comments

8. Does Lourdes Hernandez, applicant on application, have a middle name, and is she the owner of Face Palette Aesthetics, which is not listed with the Department of Financial Institutions? What is the legal name? See attached Article of Confederation.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Face Palette Aesthetics by L.E. LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Lourdes Hernandez

Article 4. **Street address of the initial registered office:**

3108 W. National Ave
MILWAUKEE, WI 53215
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

Lourdes Hernandez
3108 W. National Ave
MILWAUKEE, WI 53215
United States of America

Other Information. **This document was drafted by:**

Lourdes Hernandez

Organizer Signature:

Lourdes Hernandez

Date & Time of Receipt:

1/18/2021 7:29:10 PM

Order Number:
202101185639867

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)



Filing Fee: \$130.00

Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
1/18/2021	

FILED 1/18/2021	Entity ID Number F065412
---------------------------	-----------------------------

Project summary for business:

Beauty Salon specializing in skincare and waxing services. Open from 8 a.m. – 7 p.m. Monday-Friday.

Two employees and there will be no construction done.

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



APPLICATION DATE: _____
 STAMP DATE: _____ city use only _____

COPY

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME:	Louise Hernandez	NAME:	Joel Cook
COMPANY:	Fave Palette Aesthetics	COMPANY:	1113 W. Forest Home Ave LLC
MAILING ADDRESS:	1113 W. Forest Home Ave Unit 220	MAILING ADDRESS:	1113 W. Forest Home Ave
CITY/STATE:	Franklin, WI 53132	CITY/STATE:	Franklin, WI 53132
PHONE:		PHONE:	414-406-0946
EMAIL ADDRESS:		EMAIL ADDRESS:	joelcook@cydcurve.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS:	1113 W. Forest Home Ave Ste 220	TAX KEY NUMBER:	704-9978002
PROPERTY OWNER:	1113 W. Forest Home Ave LLC	PHONE:	414-406-0946
MAILING ADDRESS:	1113 W. Forest Home Ave	EMAIL ADDRESS:	joelcook@cydcurve.com
CITY/STATE:	Franklin, WI 53132	DATE OF COMPLETION:	6/1/22

APPLICATION TYPE

Please check the application type that you are applying for

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

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

SIGNATURES

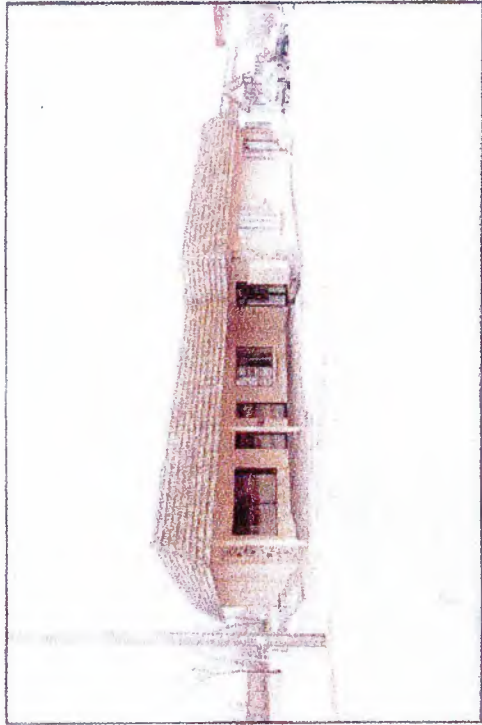
The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

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

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

PROPERTY OWNER SIGNATURE:		APPLICANT SIGNATURE:	
NAME & TITLE:	Louise Hernandez	NAME & TITLE:	Joel Cook
DATE:	4/7/22	DATE:	4/7/22
PROPERTY OWNER SIGNATURE:		APPLICANT REPRESENTATIVE SIGNATURE:	
NAME & TITLE:		NAME & TITLE:	Joel Cook
DATE:		DATE:	4/7/22

BEFORE



11113 W. FOREST HOME AVE. FRANKLIN · WI

AFTER



<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7-5-2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>PURCHASE OF MILO USE OF FORCE TRAINING SIMULATOR USING AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS AND APPROVAL OF RELATED BUDGET ADMENDMENT TO FACILITATE SAME</p>	<p>ITEM NUMBER</p> <p>G.2.</p>

The Police Department is eligible to receive \$80,581.50 in ARPA grant funding for the purchase of various items related to enhancing public safety in the city.

The Police Department requests the purchase of the following items:

MILO Use of /Force Judgmental Training Simulator and related supplies. Includes 450 pre-loaded interactive force-options scenarios to train officers in shoot/don't shoot situations. This training system will better prepare officers for deadly force situations and reduce the likelihood of unwanted use of force.

Cost: \$79,735

FISCAL IMPACT: None. All costs from ARPA grant funds. Project number 7064 in Fund 21 (Police Department Grant Fund) has been assigned.

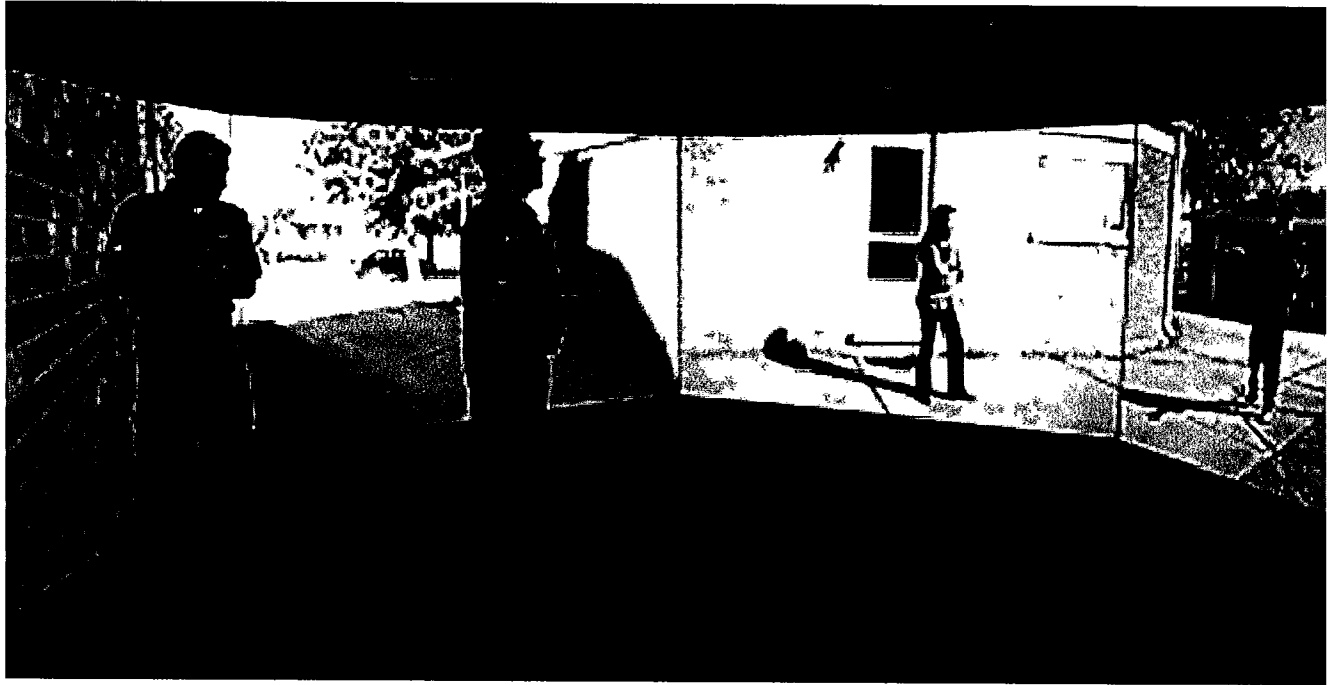
The grant is for the reimbursement of expenditures so there needs to be a budget adjustment adding the grant amount of \$80,581.50 to the Police Department's budget. The city will be able to apply for reimbursement starting in September 2022.

The revenue of \$81,581.50 for this grant will be recorded in 21-0000-4143.7064.
The purchase of the Training Simulator will be recorded in 21-0211-5819.7064.

COUNCIL ACTION REQUESTED:

Motion to add \$80,581.50 to the Department's "Police Department Grant Fund" and move to approve the purchase of a MILO Use of Force Training Simulator using the ARPA grant funding.

Police Department-Chief Oliva



MILO Range Theater 180

Interactive Judgment and De-Escalation Simulator

FAAC Incorporated

GS-00F-332CA

SIN: 874-9

Proposal prepared for:

City of Franklin Police Department

Attn: Captain Eric Stowers

9455 W. Loomis Road

Franklin, WI 53132





June 12, 2022

MILO Range Theater 180 Interactive Training Simulator

Thank you for your interest in the interactive MILO Range judgment and de-escalation simulators from FAAC Incorporated. This proposal will provide you with requested system information, specifications, pricing and details for the system and equipment for your training requirement.

As well as a decision-based trainer, our system is designed to assist with many training solution modules for advanced law enforcement training. The modern police officer must be skilled in de-escalation, crisis intervention, implicit bias, and other skill sets to improve police community relations. As such, our MILO Range System has over 900 multi-branching scenarios to hone skills of new police recruits, as well as experienced officers during in-service training.

Modern simulator technology provides a unique opportunity to train on multiple topics that can evolve with the ever-changing challenges faced by law enforcement today. MILO systems provide a controlled and consistent testing platform for multiple agencies and multiple trainees to train on. Video-based scenarios can be encountered with numerous outcomes (or branches) that allow the trainee to exhibit their own judgment and, just as importantly, see the outcome from that decision. Training topics include car stops, domestics, and EDP's, as well as mental health and crisis recognition and intervention.

Scenarios are produced to simulate book-learned applications, allowing the trainee to experience real time decision-making skills and view situations firsthand. Our training videos can simulate a myriad of different real-world situations with various potential outcomes. Scenarios can be objective based, requiring a trainee to provide a response to a particular stimulus. Scenarios can also be geared toward an outcome (one that can be avoided with proper trainee responses or one that funnels the trainee to an unavoidable confrontation).

MILO training simulators have been selected by the most demanding law enforcement, military and public safety agencies and are in daily use around the world. The MILO training system is a comprehensive solution that is designed to allow instructors the ability to assess a trainee's active engagement in immersive, scenario-based exercises with detailed debriefing and after-action review. Each MILO system is designed to increase trainee knowledge, skills, and confidence in a safe, challenging environment that is highly interactive and engaging.

Throughout our 25-year history of providing innovative, interactive simulation training solutions, we have become widely regarded as a low-risk, highly reliable training partner. We have the industry's most dedicated and experienced sales and support team on staff and all MILO customers receive the best technical service in the business, including free software updates, newly released scenarios and new exercises and environments to keep interest high and skills sharp.

On behalf of the entire MILO Team, I sincerely appreciate the consideration of our proposal for this requirement and to have the opportunity to be of service to your agency.

Respectfully Submitted by

Jesse Wimmer
US Regional Sales Manager- Law Enforcement
MILO Virtual
A Division of FAAC Incorporated
1195 Oak Valley Drive
Ann Arbor, Michigan 48108
O- 800 344 1707
M- 303 378 5283
jesse.wimmer@milorange.com



MILO RANGE THEATER 180 MULTI-SCREEN TRAINING SIMULATOR

Item	Description	Qty.	GSA Unit Price	GSA Extended Price
1	<p>MILO Range Theater 180 HD system with Multi-Directional Sound <u>GSA Item #MILO-T180</u></p> <ul style="list-style-type: none"> - MILO Rack mount CPU Station - <u>Instructor Station</u> with 2 LCD monitors for software control and real-time view of HD TAC camera - Desk and Chair for Instructor Station - Mounting system and/or ceiling mounts <u>as needed</u> - <u>Requires minimum space of 23' x 20' with 9' ceilings</u> - MILO suggests 35' x 30' Space - Three HD Short-throw Projectors - 180-degree <u>borderless</u> screen 30'L x 6' 5"H - 8-device Laser Weapon & Flashlight Detection Modules - All Power and Video Cables - Keyboard and Optical Mouse - Multi-Directional Sound System - 950+ Multi-Branching Interactive Single Screen Scenarios are pre-loaded as well as 65+ skill builder exercises - 75+ Multi-Screen Scenarios 	1	\$76,495.00	\$76,495.00 GSA Item
	<p>FREE Access to MILO Digital Scenarios New HD Scenarios, along with HD multi-screen scenarios, as available</p>	Inc		
	<p>Course Designer Program The Course Designer Program is editing software program that can be used to create lessons, tests and presentations for classrooms, auditoriums, and training rooms or for one-on-one instruction. Allows the user to utilize both high-definition digital video and computer graphics capabilities to create fully interactive training videos and/or graphics-based training environments. Customer can also create custom HD, multi-screen scenarios Includes 4K Camcorder for custom end-user scenario filming</p>	Inc		
	<p>Dry-Fire Laser Training Weapons System includes two (2) SIRT Replica Training Weapons (Glock 17)</p>	Inc		
	<p>OC Spray Training Devices Laser modified OC spray training devices for less-lethal applications. Thumb or trigger activation. Includes two (2) laser OC canisters</p>	Inc		
	<p>Low Light Training Program Allows the trainee to use real flashlight in-conjunction with his/her weapon for low light training. This system is non-lane based which allows for multiple users Includes two (2) MILO-supplied flashlights</p>	Inc.		
	<p>Trainee Action Capture (TAC) with Picture-in-Picture Video/Audio Debrief Audio and color HD video capture of trainee's actions in a scenario for immediate (or later) debriefing and review</p>	Inc.		
	<p>Graph-X Targets Allows the user to utilize any of the Graph-X modules for Marksmanship, Shoot-house, Basic Targets and Range Practice includes 65+ interactive CGI skill-builder exercises</p>	Inc		



Statistics and Management Allows user to manipulate the database information as to create individual and/or group statistics using relevant filtering criteria	Inc.		
Baton/Punch/Strike Branching and Scoring Allows the trainer to manually branch the scenario while the trainee uses his actual baton or makes a strike The system will branch and score the use of action as a baton strike	Inc		
Delivery, Insurance and Standard 2-year Warranty	Inc		
Custom System Set-Up and Install at Customer Site (US Sales Only)	Inc		
System and Peripheral Training (US sales only) MILO will provide user training for four students at customer site Training to occur separately from system setup/installation.	Inc.		
(A) MILO RANGE THEATER 180 TRAINING SYSTEM TOTAL:			\$76,495.00

Optional Training Items Requested by City of Franklin Police Department				
Item	Description	Qty.	Unit Price	Total Price
2	X2 Taser with Cartridges Includes Taser modified for use on the MILO Range and two (2) dual-laser cartridges.	2	\$2,245.00	\$4,490.00 Gov't Discount
3	MILO Range Dry-fire Mantis AR Kit For use with AR platform weapon Kit includes rechargeable magazine and bolt/charging handle replacement with MILO Range laser <i>*Kit does not include weapon</i>	3	\$695.00	\$2,085.00
4	MILO Range Rail-mount Flashlight (TLR-style)	2	\$535.00	\$1,070.00 Gov't Discount
5	SIRT Red Training Pistol (Glock 17) w/ re-setting trigger Includes laser	1	\$595.00	\$595.00
(B) REQUESTED OPTIONAL TRAINING ITEMS TOTAL:				\$8,240.00

MILO Range Theater 180 System Sub-Total (A):	\$76,495.00
MILO Range Theater 180 Requested Options Sub-Total (B):	\$8,240.00
MILO Range Credit for Current Simulator (C):	(\$5,000.00)
MILO Range Theater 180 System Total for City of Franklin Police Department (A+B)-(C):	\$79,735.00*

*Purchases under the GSA Disaster Recovery Program are at the determination of the agency. GSA requires that a Purchase Order or contract issued under this Program include an identification statement (see below)
"This order is placed under GSA Schedule number GS-00F-332CA under the authority of the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack."



<i>Suggested Extended Warranty Option for City of Franklin Police Department</i>				
Item	Description	Qty.	Unit Price	Total Price
1A	Extended Bronze Warranty Coverage for Additional Years <u>GSA Item #MILO-WTY-BRONZE</u> - Based on 5% of initial system cost plus peripherals (\$84,735 00) - Bronze Warranty coverage is for 12 months - Warranty covers <u>all</u> items (excludes batteries and bulbs) - Bronze Warranty can be purchased in 1-Year Increments	1 Yr.	\$4,236.75 Per year	\$4,236.75 Per Year GSA item

FAAC Standard Terms and Conditions of Sale

Quote Validity 90 Days (All prices quoted in US Dollars)

Grant 100% upon final acceptance or 30 days post-delivery, whichever comes first

Government/GSA Funded Upon completion or Performance based payments if applicable

Payment Terms NET 30 from date of invoice

Termination for Convenience If Buyer's order is canceled for any reason other than for Seller's default, Buyer is liable for all costs incurred at the time of cancellation to include order termination processing costs and restocking fees for any reusable components credited to Buyer's account

US Delivery Lead Time Standard Production System 90 DAYS ARO

US Delivery Location FOB Destination, unless otherwise stated Partial Shipment and Partial Invoice may occur

Taxes (Domestic)

- a) Prices quoted do not include local, state or federal taxes unless indicated otherwise
- b) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment directly to its taxing authority However, FAAC will collect Sales Tax for the following states CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA and WV
- c) If applicable, please include a copy of your tax exemption certificate or direct pay permit with your purchase order
- d) FOB Factory will be subject to 6% MI Sales Tax

Warranty 24 Months from date of Training (if Training is required) or Date of Equipment Delivery, unless otherwise stated in the purchasing contract or order

GSA Pricing If eligible, this proposal may contain both GSA and Open Market items GSA items are identified with a GSA part number and are designated "GSA Item" in the Unit Price column All other items are to be considered Open Market Open Market items are allowed under circumstances set forth in FAR 8 402(f)

Cage Code 3J401

Tax ID 38-2690218

DUNS 175204163

GSA Schedule PSS/00CORP, Contract # GS 00F-332CA

Please address all orders to:

FAAC Incorporated

C/o Contracts Department

1229 Oak Valley Drive

Ann Arbor, MI 48108

(877) 322-2387 / Fax: (734) 761-5368

Email: jesse.wimmer@milorange.com



Please address all sales inquiries to:

Sales Representative: Jesse Wimmer- Regional Sales Manager

Sales Representative Phone: (303) 378-5283 or jesse.wimmer@milorange.com



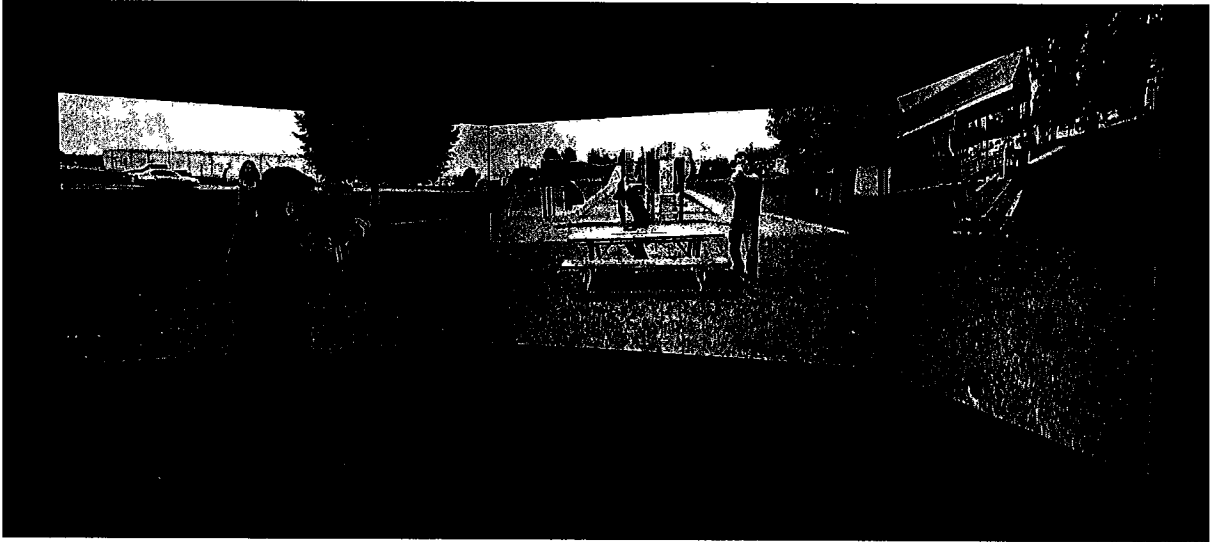
MILO Range Theater 180 System Specification

MAY 2018

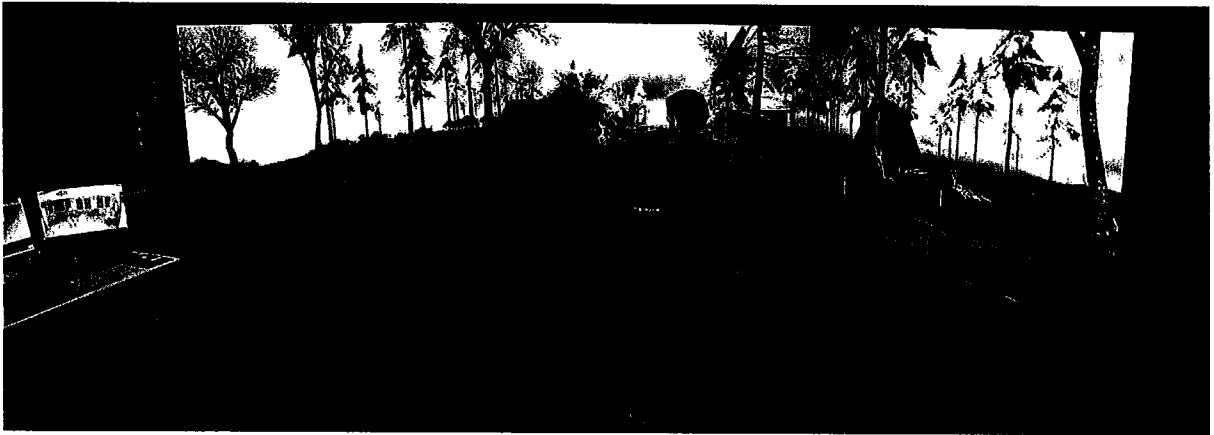
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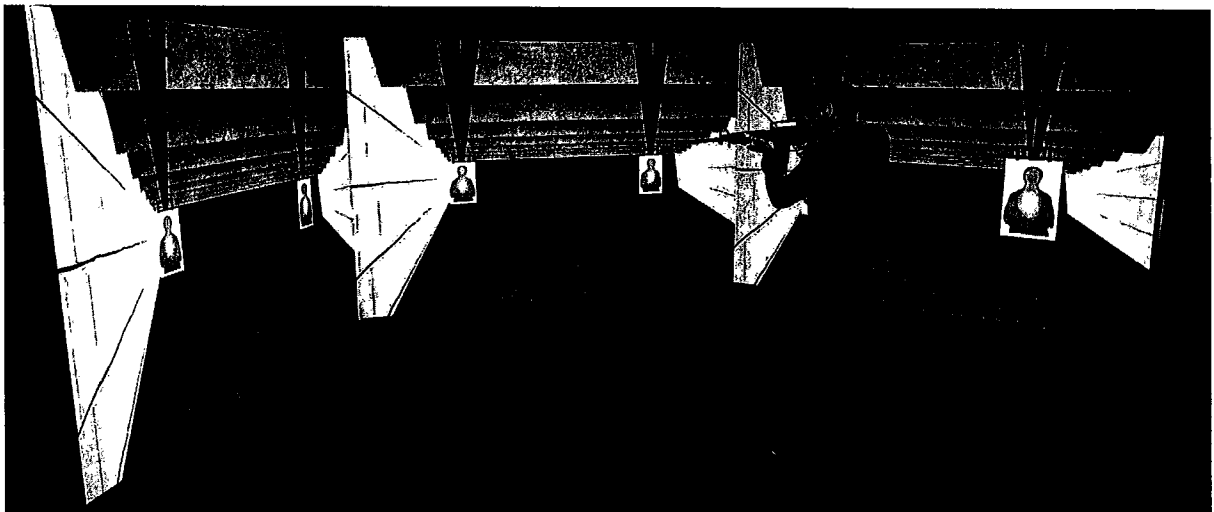
VIDEO SCENARIO MODE



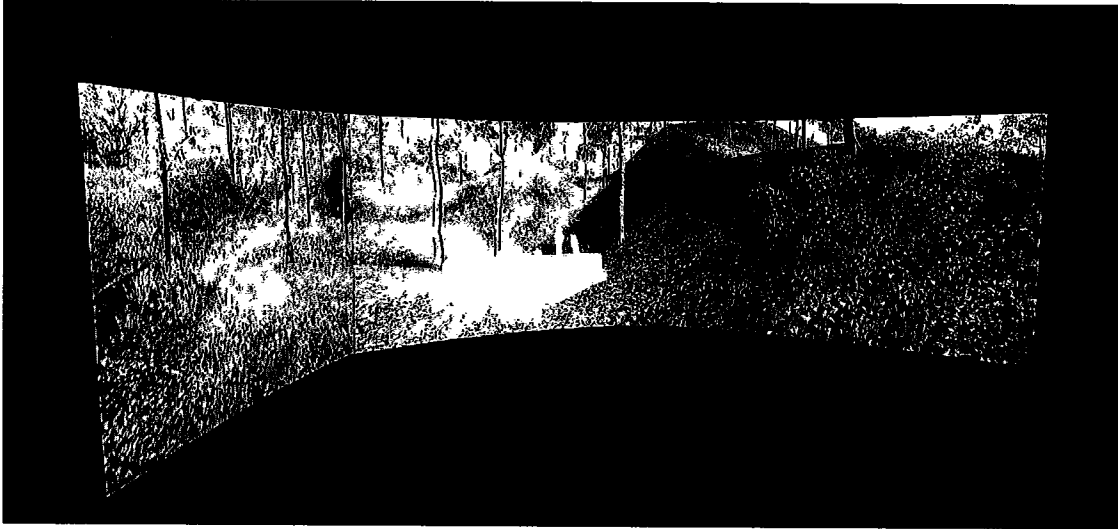
GRAPHX MODE



Multi-lane FIRING RANGE MODE



INSTALLED SCREEN SHOWING GRAPHX



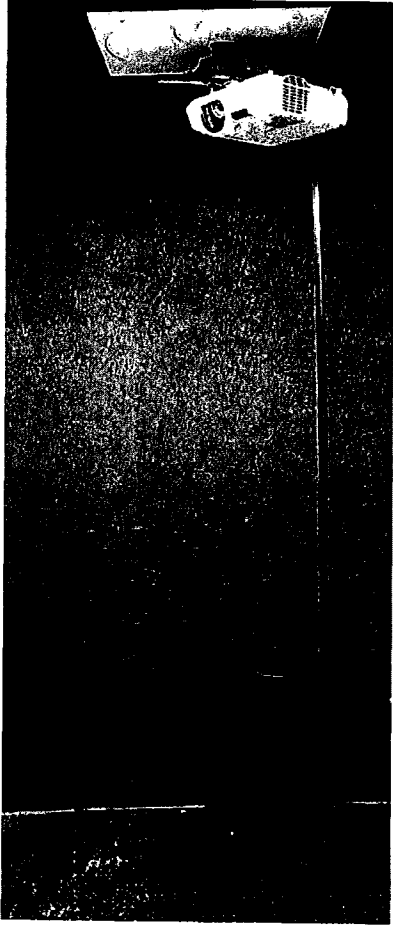
INSTALLED SCREEN SHOWING VIDEO



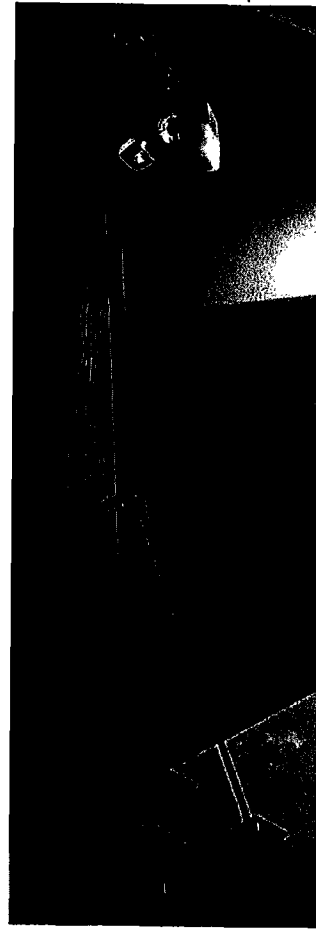
INSTRUCTOR STATION WITH LASER DEVICES REFILL STATION AND SCENARIO CAMERA



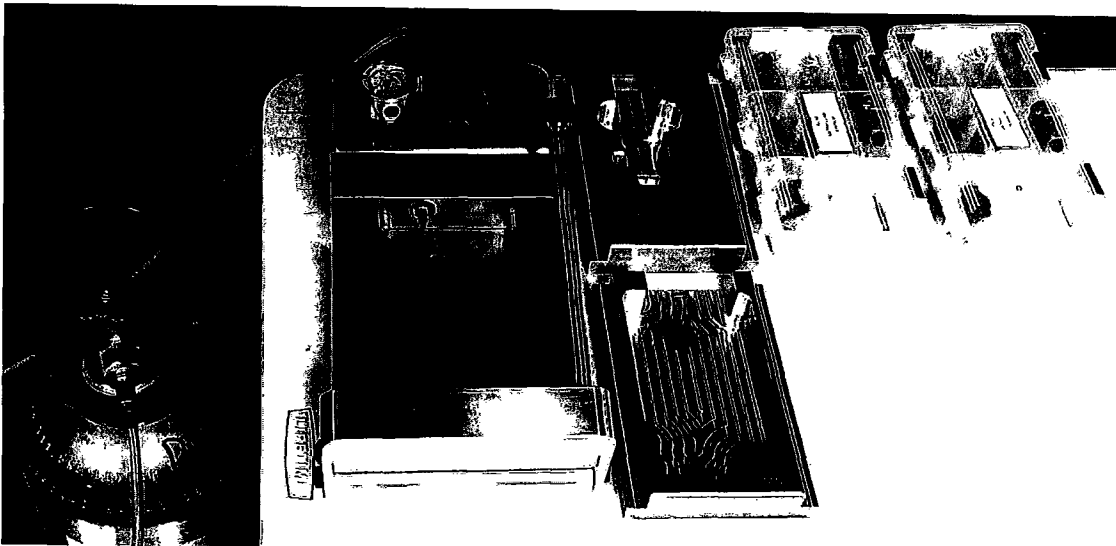
PROJECTOR MOUNT (CEILING)



PROJECTOR MOUNT (STAND)



RECOIL REFILL & MAINTENANCE EQUIPMENT





MILO RANGE THEATER - Recommended Training Room Specifications

Room Dimensions

Minimum room dimensions are to support projection screens and instructor desk.

THEATER 180	
Minimum Room Size	23ft (7m) x 20ft (6.1m)
Recommended Room Size	35ft (10.6m) x 30ft (9.1m)
Minimum Ceiling Height	9ft (2.75m)

Ceiling

- Higher ceilings are OK, but we need to know actual height in order to provide appropriate mounting equipment for the projector and camera box.
- Drop-tile ceilings and solid surface ceiling are OK, but we need to know actual material in order to provide appropriate mounting equipment for the projector and camera box.

Flooring

- Recommend carpet or dull (not high polish) hard surface floor
- Avoid rooms with steps or other obstacles (for trainee safety)

Lighting

- Rooms without windows are preferred, otherwise, plan to put light-blocking shades on the windows to avoid external light from affecting projection image quality or hit detection system
- Avoid use of halogen and incandescent lights
- Fluorescent lights are OK, but recommend to design lights from projector to projection screen to be able to be turned off separately from other slights

Environmental

- Rooms without windows are preferred, otherwise plan to put light-blocking shades on the windows to reduce/prevent external light
- Room should be heated/cooled as a typical office room to avoid system equipment damage, and should be protected from direct water (rain)
- It is recommended to have a dehumidifier running in extremely humid areas

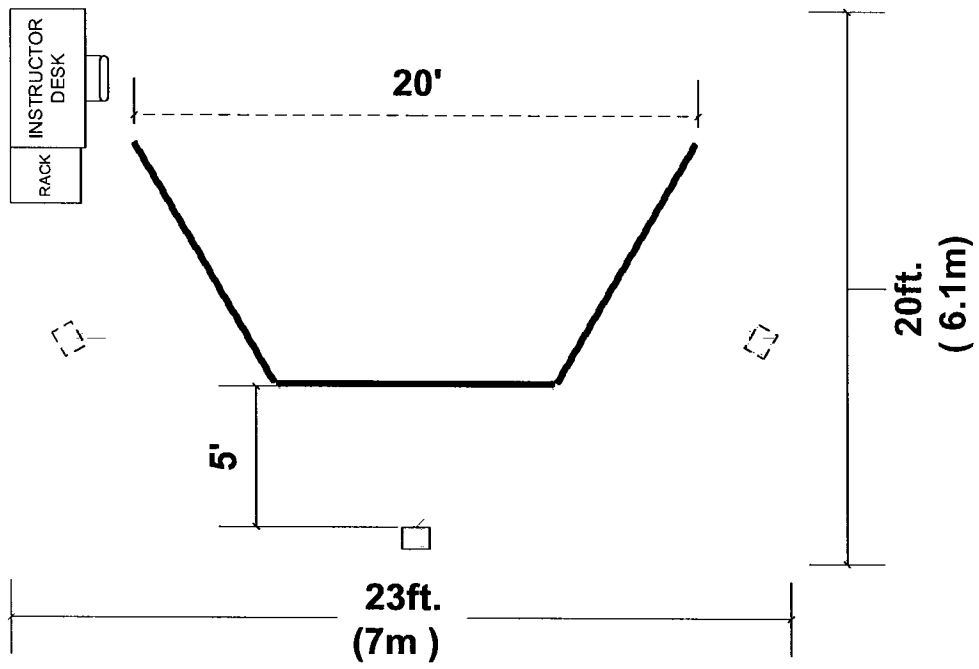
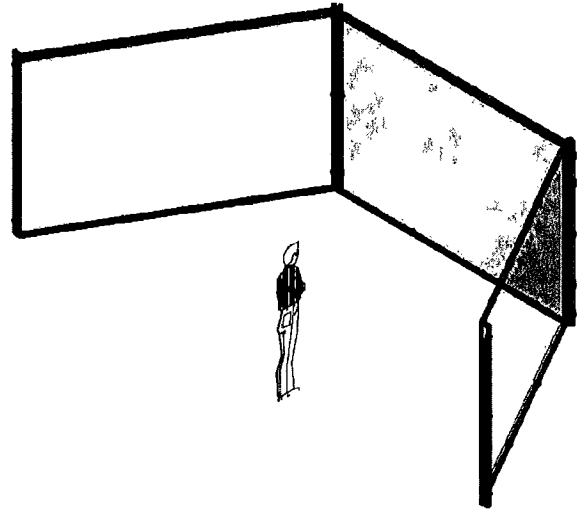
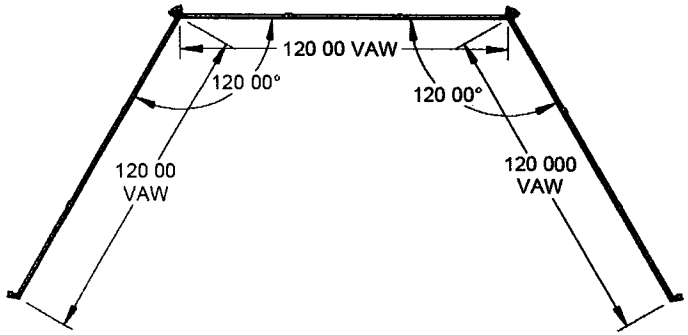
Power

- Room should have at least 2 dedicated 20A/110v or 13A/220v circuits for the system equipment, in addition to room lighting and HVAC

Furniture

- The only furniture required in the room is a desk & chair for the instructor. Other furniture may need to be removed to provide adequate training space.

Illustration 1



Summary

The proposed system is an interactive video and graphics training simulation system, consisting of a life-size video projection screen arranged in a half-hex configuration (see Illustration 1), used to promote decision and action from students by displaying video scenes or graphical targets and responding to the student's use of verbalization, tactics and simulated weapons.

The system responds to student's weapon use based upon the weapon type, timing and shot location relative to a target. Instructors are also able to affect the outcome of scenarios by selecting alternate branches based on their assessment of the student's overall performance and/or their use of verbal and tactical skills.

The system further provides computer-based graphics applications for lane-based and full-screen animated graphics exercises that incorporate judgment, marksmanship and tactical skills.

<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;">7/5/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Police Department Grant Fund to provide \$80,581.50 of State of Wisconsin ARPA grant funds for the purchase of a MILO Use of Force Training Simulator</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

BACKGROUND

The Police Department is seeking Council approval to purchase a MILO Use of Force Training Simulator, in the amount of \$79,735.00, in the 2022 fiscal year.

This purchase is funded by the State of Wisconsin Law Enforcement Agency Grant, ARPA funded, in the amount of \$80,581.50 awarded by the State in June of 2022. Staff is requesting a budget amendment to increase the Police Department Grant Fund revenue and expenditure budgets by this amount to allow for the purchase to be executed in July of 2022.

ANALYSIS

The funding received is more than needed to purchase the requested capital item. There is no impact to the City's budget.

RECOMMENDATION

Staff recommends the attached proposed Police Department Grant Fund budget amendment including the grant resources to fund the purchase of the requested MILO Use of Force Training Simulator.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2022-____, An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Police Department Grant Fund to provide \$80,581.50 of State of Wisconsin ARPA grant funds for the purchase of a MILO Use of Force Training Simulator.

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE POLICE DEPARTMENT GRANT FUND TO PROVIDE \$80,581.50 OF STATE OF WISCONSIN ARPA GRANT FUNDS FOR THE PURCHASE OF A MILO USE OF FORCE TRAINING SIMULATOR

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the City of Franklin on November 16, 2021; and

WHEREAS, the Police Chief is requesting to amend the Police Department Grant Fund Revenue budget to add \$80,581.50 received from the State of Wisconsin Law Enforcement Agency Grant (ARPA funded); and

WHEREAS, these grant funds will be used to purchase a MILO Range Theater 180, Interactive Judgment and De-Escalation Simulator, at a cost of \$79,735.00, which was approved by the Common Council on July 5, 2022; and

WHEREAS, the City of Franklin will be able to request reimbursement for the purchase from the grant in September of 2022.

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

Section 1 That the 2022 Budget for the Police Department Grant Fund be amended as follows:

Funding

Grant Resources	Increase	\$80,581.50
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Appropriation / Expenditure

MILO Use of Force Training Simulator	Increase	\$79,735.00
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Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of July, 2022.

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;">7/05/2022</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval to Merge the Historically Differentiated "Fire" and "Paramedic" Lieutenants Into a Single "Lieutenant" Job Description (With Updates and Technical Corrections)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

Background:

In 2007, the fire department eliminated a Deputy Chief of Emergency Medical Services (EMS) position, and instead delegated primary EMS training and management responsibilities to a new on-shift (24 hr.) Paramedic Lieutenant position on each of the department's three work shifts/battalions. The belief at the time, was that the on-shift lieutenant would have a greater perception of the performance and training level of the field providers, because they would be working directly with the crew to provide patient care in the field.

Despite the position having higher level qualification requirements (paramedic licensure, as compared to Emergency Medical Technician [EMT] certification) the paramedic lieutenant position was initially not allowed to act in the shift commander/battalion chief role in their absence. The fire lieutenant was a separate job description, and authority to act in the battalion chief role was specifically limited to the fire lieutenant.

Having separate job descriptions, and different levels of authority for individuals within the same level of rank created an impediment to career development for paramedic lieutenants, and also created an unclear chain-of-command; and administration and bargaining unit members eventually recognized the need for greater consistency and equal authority levels between the two existing lieutenant positions.

Gradually, through successive bargaining agreements and memoranda of understanding, the two positions were eventually equalized in terms of authority and status. However, despite the department's stated goal of an entirely paramedic level workforce, the two separate job descriptions remained in effect because there were previous fire lieutenants that did not have the higher level of paramedic licensure that were permitted "grandfathered" status and not required to take on the considerable task of acquiring and maintaining paramedic licensure at a later stage in their career.

Requested Action:

The department has recently reached the long-term goal of becoming the only "all-paramedic" municipal fire department in Milwaukee County (and likely the entire state). The department sunsetted the Firefighter-EMT job description following the retirement of the last non-paramedic on the department in 2022. The last non-paramedic fire lieutenant has also retired. Being that there are presently no EMTs to now be promoted to the lieutenant position, and since it is the department's intent that all current and future employees are licensed to provide the highest level and quality of patient care to Franklin's residents and visitors, the department is proposing merging the current "Fire Lieutenant" and "Paramedic Lieutenant" job descriptions into a single "Lieutenant" job description where maintaining paramedic licensure is a specific job requirement.

The proposed description (draft included) also updates the intent and language to reflect current department expectations for individuals in the position, modernizes other language, and further eliminates redundant requirements and text.

Department administration also believes that a single "lieutenant" job description allows the department to capitalize on the strengths of each officer by allowing them to gravitate towards or be assigned to fields or responsibilities within their particular areas of interest, rather than generically assigning them within separate "fire" or "EMS" silos. The reality is that, under the department's "all-hazard" and highly adaptive response model, all officers must be leaders as well as content and subject matter experts in multiple divergent disciplines, concepts, and operational skill sets that exist throughout the broader "Emergency Services" world.

Fire department administration and bargaining unit leadership are both in support of this initiative, and the Personnel Committee approved this updated job description on June 20th.

COUNCIL ACTION REQUESTED

Request Council Approval of an Updated Job Description Merging the "Fire" and "Paramedic" Lieutenant Positions into a Singular Fire Department "Lieutenant" Job Description (Including Updated Language and Technical Corrections).

CITY OF FRANKLIN
Job Description

Job Title : ~~Paramedic~~-Lieutenant
Department : Fire
Appointing Authority: Fire Chief/Fire & Police Commission
Reports To : Assistant Chief and/or Battalion Chief
Salary Level : Per Labor Union Contract
FLSA Status: Non-exempt
Prepared By : ~~James Martins~~-Adam Remington, Fire Chief
Prepared Date : April, 2022
Approved By : Common Council Resolution ~~2007-6269~~ 2022-
Approved Date : ~~April 17, 2007~~

GENERAL PURPOSE:

~~Protect life and property by performing firefighting, emergency aid, hazardous materials, and fire prevention duties. Maintains fire equipment, apparatus, and facilities. Coordinates departmental emergency medical services. Supervises full & part time firefighters.~~

~~Consistent with the requirements set forth in NFPA 1021: *Standard for Fire Officer Professional Qualifications*, perform the general duties of a modern fire company officer; including leading and supervising employees in emergency operations such as structural firefighting and providing Emergency Medical Services at the advanced (Paramedic) level; and while performing non-emergency essential daily duties. The Lieutenant will actively promote employee safety and wellness, accountability, and effective and constructive two-way communication pathways. The Lieutenant will act as a guide, mentor, coach, and advocate on behalf of his or her assigned crewmembers; and is generally responsible for the condition, status, and response readiness of his or her assigned station, apparatus, and crew.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES

~~Perform firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing firefighting combat, containment and extinguishment tasks; and providing primary supervision of personnel performing those tasks.~~

~~Perform emergency aid activities including administering first aid Emergency Medical Services (EMS) at the paramedic practice level, and providing other assistance to community residents, visitors, and stakeholders as required.~~

Participate and supervise in fire drills, attend and instruct classes in firefighting, emergency medical, hazardous materials, and related subjects.

Receive and relay fire calls and alarms. Operate radio and other communication equipment. Ensure that the proper response is made to each call.

Participate in the inspection of buildings, hydrants, and other structures in fire prevention programs. Also, supervise firefighters performing inspections.

Supervise and assist firefighters in maintenance of fire equipment, apparatus and facilities. Perform minor repairs to departmental equipment.

~~Supervise and assist firefighters as they perform general maintenance work in the upkeep of fire facilities and equipment to include but not limited to: clean and wash walls and floors; care for grounds around station; make minor repairs; wash, hang and dry hose; wash, clean, polish, maintain and test apparatus and equipment.~~

Assist in developing plans for special assignments such as emergency preparedness, hazardous communications, training programs, firefighting, hazardous materials, and emergency aid activities.

Present programs to the community on safety, medical, and fire prevention topics.

~~Supervise firefighters and direct operations on the fire ground.~~

~~Perform salvage operations such as throwing salvage covers, sweeping water, and removing debris.~~

Perform duties as a ~~certified EMT or licensed~~ EMT-P, according to criteria and standards set forth by the department ~~and the Milwaukee County Office of Emergency Management (MC-OEM)~~

Assist in department administrative activities.

~~Supervise other firefighters as required.~~

PERIPHERAL DUTIES

~~Assists in training employees as assigned.~~

~~Establish initial incident command at the scene of emergencies, and assume the role and responsibility of Acting Battalion Chief/Shift Commander as assigned.~~

~~Under the supervision of the Battalion Chief, assists in the operation of the fire station, including training, supervising and evaluating assigned personnel.~~

MINIMUM QUALIFICATIONS

Education and Experience:

High School graduation or GED equivalent, successful completion of WI Emergency Medical Technician, Certified Firefighter II and Fire Officer I, Completion of Franklin Fire Department Officer Development Certification (~~completion of the ODC is not necessary if the Paramedic Lieutenant is already a Lieutenant~~), current Milwaukee County full

practice paramedic status, Associates Degree in Fire Science or at least 65 college credits towards a Bachelor's Degree in Fire Science or an occupationally related field as determined by the Franklin Fire and Police Commission, and three (3) years' experience as a full-time firefighter.

Necessary Knowledge, Skills and Abilities:

Working knowledge of driver safety.

Working knowledge of first aid.

Working knowledge of the operation of fire suppression and other emergency equipment.

Working knowledge of standard firefighting, emergency aid, hazardous materials, and fire prevention techniques.

Ability to perform strenuous or peak physical **effort activities** during **an** emergency, training or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.

Ability to act effectively in emergency and stressful situations.

Ability to give and receive verbal and written instructions.

Ability to effectively communicate in writing and verbally.

Ability to establish effective working relationships with employees, other agencies, and the general public.

An understanding of the computer network and proficient in the use of software used in the Department.

Ability to train & supervise subordinate personnel.

Ability to make independent judgments which have significant impacts on the organization.

SUPERVISION EXERCISED

Exercises supervision over Firefighters as assigned.

RESPONSIBILITY FOR PUBLIC CONTACT

Frequent contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

Valid WI driver's license.

Wisconsin Paramedics License, Milwaukee County full practice status paramedic, **and current National Registry of Emergency Medical Technician-Paramedic (NREMT-P) unless grandfathered from this specific requirement by MC-OEM.**

~~Meet requirements of IHLR 30 with respect to Wisconsin Fire Apparatus Drivers/Operator (NFPA 1002), within one (1) year.~~

Must successfully pass medical exam consistent with NFPA 1582, after job offer.

Must pass annual physical fitness assessment.

TOOLS AND EQUIPMENT USED

~~Typewriter~~; Calculator; copy machine; computer; fax machine; telephone; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; **heavy fire truck apparatus**; ambulance; ~~patient restraints; first aid equipment~~; oxygen; electronics test equipment; general medical equipment; patient lifting devices; breathing apparatus; thermal imaging equipment; steel-tip boots; hearing and eye protection; **structural firefighting turnout gear clothing**; **and any other required personal protective equipment—hazardous chemical clothing**.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk, hear, taste and smell.

The employee must frequently lift and/or move up to **40 50** pounds and occasionally lift and/or move up to 130 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicle and outdoor settings, and in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, ~~and~~ oils, **toxins, and carcinogens**.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risks of electrical shock, and vibration.

It is reasonably anticipated that the individual will be exposed to blood-borne pathogens, **bodily fluids, and/or** other potentially infectious materials in the course of their duties. The noise level in the work environment is usually moderate, except during certain firefighting or **EMTS** activities when noise levels may be loud.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude

them from the position if the work is similar, related or a logical assignment to the position

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change

Job Responsibilities Related to Patient Privacy

It is expected to protect the privacy of all patient information in accordance with the City of Franklin Fire Department's privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with The City of Franklin Fire Department's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment

The Lieutenant may access protected health information and other patient information only to the extent that is necessary to complete their job duties. The Lieutenant may only share such information with those who have a need to know specific patient information in your possession in order to complete their job responsibilities related to treatment, payment or other Fire department operations.

The Lieutenant is encouraged and expected to report, without the threat of retaliation, any concerns regarding The City of Franklin Fire Department's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 7/5/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize the Purchase of Windows 2022 Data Center Core and Client Access Licenses</p>	<p style="text-align: center;">ITEM NUMBER G.5.</p>

Background

For the 2022 Information Services Computer Equipment Capital Outlay Budget, \$134,723 was approved for a project to replace the existing hardware for the City Hall and Police Department VMware server farms which includes upgrading the Microsoft Data Center licensing from Windows Server 2016 to the newly released Windows Server 2022. In 2016, the City of Franklin moved to the more cost-effective licensing model of using Data Center licensing for all Microsoft servers instead of the traditional model of licensing each and every server. Under the Data Center licensing model, the cores of the virtualization servers are licensed, allowing for an unlimited number of virtual machines to be fully licensed as long as they are running on the virtualization server.

Due to current market price increases, the hardware replacement portion of this project will more than likely be delayed until next year. However, Microsoft has recently announced cost increases for the last two quarters of the 2022 calendar year. Before the cost increases go into effect, it is recommended that the planned licenses for this project be purchased, even though hardware will not be purchased at this time. This will allow for new licenses to be applied to the existing server farms using the cost models that were originally determined for the 2022 budget. Purchasing the licenses now will avoid cost increases in the future.

Fiscal Impact

Several vendor quotes were obtained; however purchasing software through CDW-G under the State of Wisconsin contract allows the City to purchase software under Microsoft Select tier D, which achieves greater purchasing discounts through higher volume. The attached CDW-G Quote MVDX401 for \$33,537.71 is the lowest quote using the state contract pricing.

Funds for this purchase are included in the 2022 Approved Budget in the Information Services Computer Equipment Capital Outlay Fund (41-0144-5841).

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of 48 Windows Server 2022 Data Center Core Licenses (\$23,868.96) and 325 Windows Server 2022 Client Access Licenses (\$9,668.75) through CDW-G, for a total cost of \$33,537.71, as budgeted for in the 2022 Information Services Computer Equipment Capital Outlay Fund (41-0144-5841).

QUOTE CONFIRMATION



DEAR JAMES MATELSKI,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVDX401	6/10/2022	REQUESTED MS PRODUCTS	0929696	\$33,537.71

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2022 Datacenter - license - 2 cores Mfg Part# 9EA-01291 Electronic distribution - NO MEDIA Contract Wisconsin NVP Software (505ENT-M21 NASPOSVAR-01)	48	6688194	\$497.27	\$23,868.96
Microsoft Windows Server 2022 - license - 1 user CAL Mfg Part# R18-06495 Electronic distribution - NO MEDIA Contract Wisconsin NVP Software (505ENT M21 NASPOSVAR 01)	325	6695291	\$29.75	\$9,668.75

PURCHASER BILLING INFO	SUBTOTAL
Billing Address: CITY OF FRANKLIN ACCTS PAYABLE 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Payment Terms: NET 30-VERBAL	\$33,537.71
	SHIPPING \$0.00
	SALES TAX \$0.00
	GRAND TOTAL \$33,537.71
DELIVER TO Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132 9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTION	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alec Pallerino

(877) 459 7057

alecpal@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/5/2022
REPORTS & RECOMMENDATIONS	Authorize the Purchase of a DPW Replacement File/Application Server	ITEM NUMBER G.6.

Background

The DPW uses an old Dell PowerEdge T420 server for both local file/print server support, but also to run SQL based applications that require a full database server to be present on site. The server was installed in 2014 and is now fully off of maintenance and support. Both power supplies and hard drives were replaced by going through non-Dell 3rd party suppliers (serversupply.com); however, parts are becoming more difficult to obtain due to the age of the device. Therefore, a new server needs to be provisioned to replace the existing equipment.

Analysis

Due to low and unreliable bandwidth between sites, the DPW runs essential business applications from a local server instead of pulling applications over the Wide Area Network (WAN). This has resulted in much better application performance. Fleetwise is a SQL-based application that keeps track of all vehicle maintenance for all City owned vehicles, as well as keeping track of parts and inventory. Phoenix OPW is an application that manages all fuel systems, records fuel consumption, and is able to create breakdown reports indicating fuel and chargeback costs to be assigned to individual departments. Until such a time that reliable high-speed bandwidth is in place, SQL-based applications must be run on a local server.

Due to the age of the server, it is recommended that new equipment be installed and the system upgraded to Windows Server 2022. The server is currently running Windows Server 2012, which is slated to be retired. Once the new hardware has been configured and is fully in place, data and applications will need to be ported over from the older server to the new one.

The following quotes were obtained for replacement of the DPW file/application server:

- CDW-G – \$7,500.00 **with** 5-year extended warranty
- Provantage - \$7,396.43 **without** 5-year extended warranty
- Insight - \$11,064.91 **with** 5-year extended warranty

Fiscal Impact

A total of \$7,822 is budgeted in the 2022 DPW/Highway Computer Equipment Capital Outlay Budget for replacement of this file/application server (41-0331-5841).

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of an HPE ProLiant DL325 server with a five-year warranty at a total cost of \$7,500 through CDW-G as budgeted for in the 2022 DPW/Highway Computer Equipment Capital Outlay Budget (41-0331-5841).



DL325 Gen10+ Detail



Hewlett Packard
Enterprise

Date: 6/20/2022

Quote #: QUO-12084538-N4Y

	Qty.	Part Numbers	Description	
Hardware	1	P18604-B21	DL325 GEN10+ 7302P 1P 32G 8SFF SYST SVR NO DEAL REG PL-4Q	Extended Sell
	1	P07642-B21	16GB 2RX8 PC4-3200AA-R SMART MEM KIT NO DEAL REG PL-SI	
	1	865408-B21	HPE 500W FS PLAT HT PLG LH PWR SYST SPLY KIT PL-SI	
	4	872479-B21	1 2TB SAS 10K SFF SC DS HDD INT NO DEAL REG PRICING PL-SI	
			Hardware Total:	\$6,050.90
Support	1	E6U64ABE	ILO ADV INCLUDE 3YR TS U ELTU ESD PL=4U NO DEAL REG	Extended Sell
				Support Total:
Services	1	P13771-B21	HPE GEN10 PLUS TPM BR MODULEKITSVCS PL-SI	Extended Sell
	1	HV6N1E	5YR TC BAS DL325 GEN10 PLUS SVCSVCS PL-96	
			Services Total:	\$1,230.08
			Extended Sell	
			Solution Total:	\$7,500.00

Pricing expires 30 calendar days from date on Proposal

Prepared By: Joe Wanty (Solution Architect Support Specialist)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.

HPE ProLiant DL325 Competitive Quotes

Created 6/30/2022

Provantage

Server Hardware

HPE DL325 Server = \$5,441.30

HPE 16GB Memory Kit = \$239.48

HPE 500W Redundant Power Supply = \$128.30

HPE 1.2TB SAS Hard Drive = \$326.46 x 4 = \$1,305.84

Hardware total = **\$7,114.92**

Integrated Lights Out Management Advanced License = \$221.82

Trusted Platform Module = \$59.69

Total Price **without** 5 yr Extended Warranty = \$7,396.43

Insight (hardware provider for HBS)

Server Hardware

HPE DL325 Server = \$6,501.99

HPE 16GB Memory Kit = \$299.99

HPE 500W Redundant Power Supply = \$162

HPE 1.2TB SAS Hard Drive = \$377.99 x 4 = \$1,511.96

Hardware total = **\$8,475.94**

Integrated Lights Out Management Advanced License = \$257.99

Trusted Platform Module = \$85.99

5 Year HPE Warranty = \$2,244.99

Total Price with 5 yr Extended Warranty = \$11,064.91

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 5, 2022
BUSINESS <i>slw</i>	A Resolution to Rescind Resolution No. 2021-7792, A Resolution Authorizing Certain Officials to Accept a Pedestrian Access and Bicycle Path Easement for Pleasant View Reserve Subdivision Located at Approximately S. 51st Street and W. Marquette Avenue, and to Authorize Certain Officials to Accept a Public Recreational Trail Easement for Pleasant View Reserve Subdivision, and informational updates on the Pleasant View Reserve Subdivision Development Agreement and the Agreement to Construct West Marquette Avenue from South 51st Street to South 49th Street between and among the City of Franklin, Creative Homes, Inc. and Franklin 49th Street LLC	ITEM NUMBER G.7.

BACKGROUND

On October 19, 2021, Item G6, the Council Alderman Mayer moved to adopt Resolution No. 2021-7792, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT IN PLEASANT VIEW RESERVE SUBDIVISION AT APPROXIMATELY S. 51ST STREET AND W. MARQUETTE AVENUE, subject to potential minor changes by the City Engineer and City Attorney. Seconded by Alderman Holpfer. All voted Aye; motion carried.

Resolution 2021-7792 returns for modifications to amend and rescind the resolution related to the responsible party, using the new easement format as suggested by the City Attorney, and other technical corrections. The design and construction responsibility of the trail were given to the developer as incorporated into previous agreements. This responsibility is also acknowledged by the recent funds held as noted in the attached Subdivision Development Agreement and this responsibility has now been incorporated.

INFORMATIONAL UPDATES

On August 17, 2021, Item G8, Alderwoman Wilhelm moved to approve Resolution No. 2021-7764, A RESOLUTION TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH VH PVR LLC FOR THE DEVELOPMENT OF PLEASANT VIEW RESERVE SUBDIVISION PHASE 1, as amended. Seconded by Alderman Nelson. All voted Aye; motion carried.

This item received the required modifications to provide for a Phase II trail funding allocation and other minor amendments, as reviewed and approved by the City Attorney, and in agreement with the Developer. The item returns for Council information only. No action is needed or requested.

On November 2, 2020, Item G3, AGREEMENT FOR CONSTRUCTION OF W. MARQUETTE AVE Acting Mayor Dandrea stated that he will not be voting as Alderman on this item. Alderwoman Wilhelm moved to approve the Agreement to Construct West Marquette Avenue from South 51st Street to South 49th Street with Creative Homes, Inc., and Franklin 49th Street, LLC, contingent upon funding within the budget for the project and Agreement with the developers, subject to corrections by the City Attorney. Seconded by Alderman Nelson. All voted Aye; motion carried.

The agreement provided in the Council packet received multiple amendments as reviewed by the City Attorney and agreed upon by the signatories. The item returns for Council information only. No action is needed or requested.

SUGGESTED ACTION

A motion to adopt A Resolution to Rescind Resolution No. 2021-7792, A Resolution Authorizing Certain Officials to Accept a Pedestrian Access and Bicycle Path Easement for Pleasant View Reserve Subdivision Located at Approximately S. 51st Street and W. Marquette Avenue, and to Authorize Certain Officials to Accept a Public Recreational Trail Easement for Pleasant View Reserve Subdivision.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2022-_____

A RESOLUTION TO RESCIND RESOLUTION NO. 2021-7792, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT FOR PLEASANT VIEW RESERVE SUBDIVISION LOCATED AT APPROXIMATELY S. 51ST STREET AND W. MARQUETTE AVENUE, AND TO AUTHORIZE CERTAIN OFFICIALS TO ACCEPT A PUBLIC RECREATIONAL TRAIL EASEMENT FOR PLEASANT VIEW RESERVE SUBDIVISION

WHEREAS, the Common Council having adopted Resolution No. 2021-7792, A Resolution Authorizing Certain Officials to Accept a Pedestrian Access and Bicycle Path Easement for Pleasant View Reserve Subdivision Located at Approximately S. 51st Street and W. Marquette Avenue, on October 19, 2021; and

WHEREAS, the easement then before the Council did not account for the fact that the developer of the property was providing for the construction and installation of the Public Recreational Trail pursuant to the terms of the development agreement with the developer; and

WHEREAS, staff having reviewed and recommended the rescission of Resolution No. 2021-7792, and in place thereof, the adoption of a resolution approving a public recreational trail easement for Pleasant View Reserve Subdivision, which easement states that the developer is responsible for the construction and installation of the trail; and

WHEREAS, the Common Council having considered staff recommendations and having determined same to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2021-7792 adopted on October 19, 2021, be and the same is hereby rescinded.

BE IT FURTHER RESOLVED, that the Public Recreational Trail Easement for Pleasant View Reserve Subdivision, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

A RESOLUTION TO RESCIND RESOLUTION
NO. 2021-7792, and AUTHORIZING CERTAIN
OFFICIALS TO ACCEPT A PUBLIC RECREATIONAL
TRAIL EASEMENT FOR PLEASANT VIEW
RESERVE SUBDIVISION

Page 2

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021-7792

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

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 19th day of October, 2021, by Alderman Mayer.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 19th day of October, 2021.

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Wilhelm)

Document Number	PUBLIC RECREATIONAL TRAIL EASEMENT	
	Document Name	

This Public Recreational Trail Easement (the "Easement") by and between VH PVR, LLC, a Wisconsin domestic limited liability company (the "Grantor"), and the City of Franklin, a Wisconsin municipal corporation (the "Grantee"), is entered into by and between the parties this ____ day of _____, 2022.

RECITALS

A. Grantor is the owner of certain real property located at the south end of South 49th Court near West Marquette Avenue, in the City of Franklin, Milwaukee County, Wisconsin, which is more fully described in the attached Exhibit A (the "Property").

B. Grantor desires to grant to Grantee a perpetual easement for the purpose of creating and maintaining a public recreational trail easement on and through the Property pursuant to the terms and conditions of this Easement.

BASED UPON THE FOREGOING RECITALS, the mutual agreements within this Easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

Recording Data
Name and Return Address City of Franklin c/o City Clerk 9229 W. Loomis Road Franklin, Wisconsin 53132
Parcel Identification Number 759-9055-000

1. **Grant of Easement:** Grantor (including heirs, executors, administrators, personal representatives, successors, and assigns) grants to Grantee, and its employees, agents, licenses, and contractors a perpetual easement over and across the land hereinafter specifically described, to operate, maintain, repair, reconstruct, inspect and/or extend a recreational trail for public pedestrian, bicycle, and similar non-motorized use. The location of the easement area with respect to the Grantor's land is as shown and described on the attached Exhibit B ("Legal Description of Easement") and Exhibit C (the "Easement Area"). Specifically, under this Easement, Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees, shrubs, or other vegetation that may encroach on the Easement Area provided that Grantee shall dispose of all cuttings and trimmings by hauling them away from the Property.

a The construction and installation of the Public Recreational Trail shall be made by the Grantor at Grantor's expense in accordance with the plans and specifications approved by the City Engineer. Upon the Grantee's acceptance of the Public Recreational Trail constructed and installed by Grantor pursuant to the required plans and specifications, the Public Recreational Trail shall be the property of the Grantee (recognizing that the property interest of the Grantee is pursuant to the grant provided by this Easement).

2. **Use of Easement:** Subsequent to the acceptance by Grantee of the constructed and installed Public Recreational Trail, Grantor shall not construct, place, grant, allow, or maintain any structures or impediments of any kind within the Easement Area including, but not limited to, buildings, fences, gardens, and other landscaping that would inhibit access by the Grantee and/or members of the public, such that Grantee shall have the full enjoyment and use of the rights herein granted, including but not limited to, the rights to remove and to clear all structures and obstructions which might interfere with the rights herein contained and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the grantor to and from said Easement Area and the use of said Easement Area and other adjacent lands of the grantor as necessary or convenient for the full enjoyment and use of the rights herein granted. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area. Subject to the above, Grantor reserves the right to use the Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Easement. If Grantor, upon reasonable notice to the Grantee, initiates

improvements on the Property which would interfere with the use of the Easement Area, the Grantee agrees to pay for the relocation of the Easement Area to accommodate said improvements.

3. **Restoration and Maintenance:** Except in the case of a breach by Grantor or a termination by agreement under Paragraph 9. below, Grantee agrees to restore or cause to have restored the Grantor's land as nearly as is reasonably possible to the condition existing prior to such entry by the Grantee or its agents. This restoration however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area. Regular maintenance of the surface of the Easement Area shall be the sole responsibility of the Grantee.

4. **Indemnification:** To the fullest extent permitted by law, Grantee shall indemnify and hold harmless Grantor and its officers, directors, partners, and employees from and against costs, losses, and damages caused solely by the negligent acts or omissions of Grantee or Grantee's officers, directors, partners, employees, agents, and consultants in the performance activities called for under the Restoration and Maintenance provisions of Paragraph 3 above. However, nothing contained within this Easement is intended to be a waiver or estoppel of the Grantee or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

5. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.

6. **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms of conditions of this Easement.

7. **Enforcement:** Enforcement of this Easement may be proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to prevent a violation or to obtain any other relief. Should a party enforcing this Easement by appropriate action prevail in litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

8. **Entire Agreement; Amendment:** This Easement contains the entire agreement between the parties relating to the rights granted and obligations assumed. Any modifications to this Easement must be in writing and signed by both parties.

9. **Termination:** This Easement may be terminated only by a written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee. Grantee, its successors, and assigns may execute and record a release of this Easement at any time. This Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. **Governing Law:** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.

11. **Covenants Run with Land:** All of the terms and conditions in this Easement, including the benefits and burden, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. Grantor shall cooperate with Grantee in recording any instrument deemed necessary by Grantee to address the provisions of Wis. Stat. § 893.33(6).

[SIGNATURE PAGE FOLLOWS]

GRANTOR

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally, came before me this ____ day of _____, 2022, the above-named, _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin
My commission (expires) (is) _____.

GRANTEE

CITY OF FRANKLIN

ATTEST:

By: _____
Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally, came before me this ____ day of _____, 2022, the above-named Stephen R. Olson and Sandra L. Wesolowski, Mayor and City Clerk of the City of Franklin respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Notary Public, Milwaukee County, Wisconsin
My commission (expires) (is) _____.

Drafted by:
Brian C. Sajdak, Assistant City Attorney

EXHIBIT A

Legal Description – 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 $87^{\circ}-51'-32''$ 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 $00^{\circ}-16'-02''$ 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 $87^{\circ}-47'-56''$ 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 $00^{\circ}-16'-20''$ East along a West line of said Lot 2, a distance of 15.03 feet; thence North $16^{\circ}-48'-41''$ 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 $08^{\circ}-37'-00''$ West, a chord distance of 37.07 feet to the Westerly extension of the North line of said Lot 2; thence North $87^{\circ}-53'-21''$ 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.

EXHIBIT B

Legal Description - Easement

LEGAL DESCRIPTION OF 20' WIDE ASPHALT PATH EASEMENT:

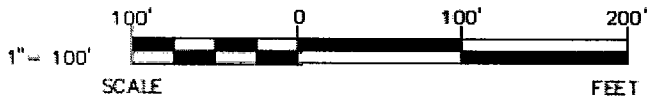
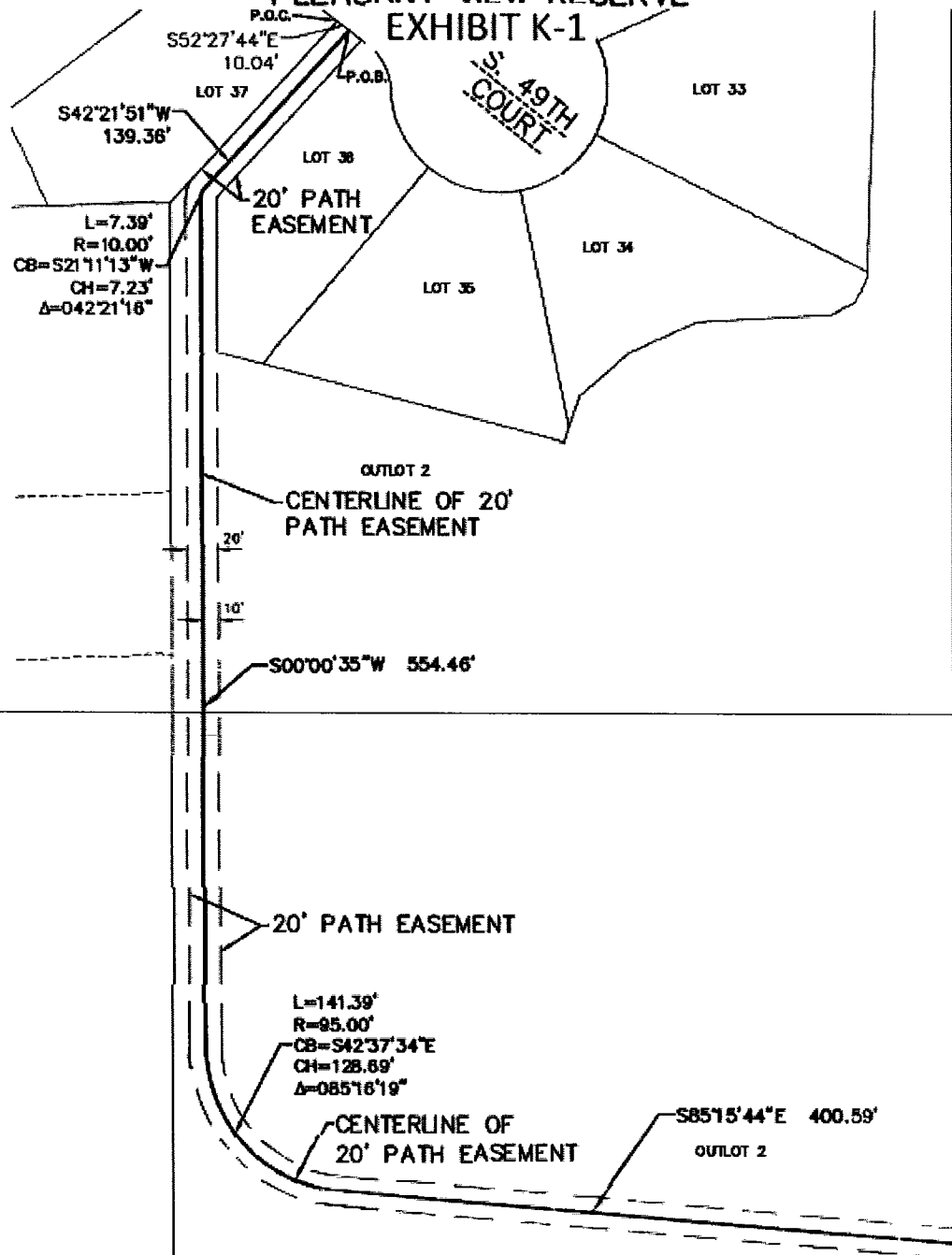
A 20' wide Asphalt Path Easement being a part of Outlot 2 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. The centerline of said easement being more particularly described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

EXHIBIT C

Easement Area

ASPHALT PATH EASEMENT K
PLEASANT VIEW RESERVE
EXHIBIT K-1



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JOB NO. 2044840

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 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 "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

CITY OF FRANKLIN

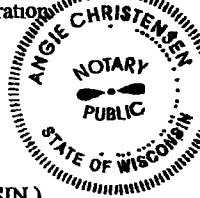
By Stephen R. Olson, Mayor

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

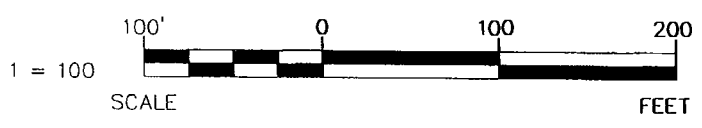
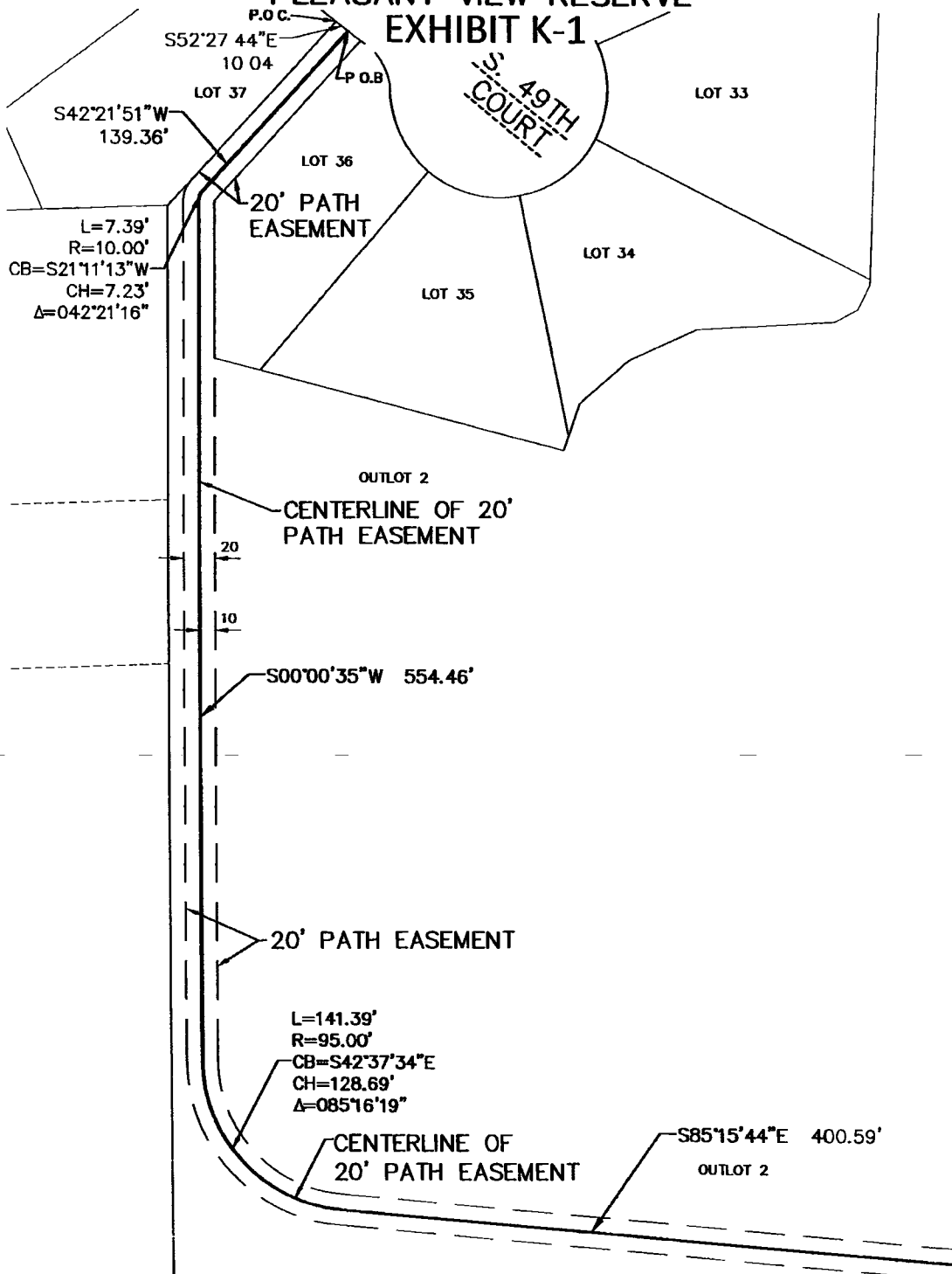
(Description of the Property)

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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JOB NO. 2044840

**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

28



S461-3

8 1 6 8 0 2 7 0
Tx:40810133

Document Number

**SUBDIVISION DEVELOPMENT
AGREEMENT-PLEASANT VIEW
RESERVE**

DOC # 11173822

RECORDED:

10/12/2021 08:25 AM

ISRAEL RAMON

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

Recording Area

Name and Return Address

Shirley J. Roberts, Deputy City
Clerk
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

Parcel Identification Number (PIN)

This information must be completed by submitter document title, name & return address, and PIN (if required) Other information such as the granting clause, legal description, etc , may be placed on this first page of the document or may be placed on additional pages of the document

WRDA Rev 12/22/2010

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

**PLEASANT VIEW RESERVE SUBDIVISION
PHASE 1**

August 2021

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 8th day of October 2021, by and between VH PVR LLC, a limited liability company, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.0300 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

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

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

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

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

Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Two Hundred Eighty-One Thousand, Five Hundred Seventy and 95/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$281,570.95, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that

all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's

obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys' fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the

Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.

14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

(1) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) and Paragraph 14 (a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

(2) **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE** - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

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

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot

assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.


17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

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

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

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

SEALED IN PRESENCE OF: VH PVR, LLC
[Limited Liability Company]


By: 
Name: Chris Ehlers
Title: Authorized Signature

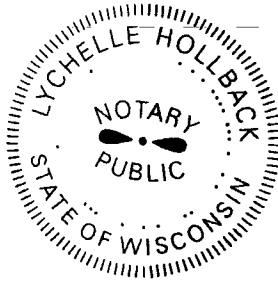
Party of the First Part

STATE OF WISCONSIN)
)ss.
Dane COUNTY)

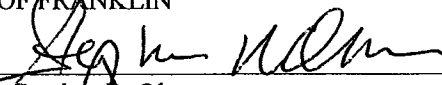
Personally came before me this 3 day of September 2021, the above named Chris Ehlers of VH PVR, LLC and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said limited liability company by its authority.

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


 Lychelle Hollback
Notary Public, Dane County, WI
My commission expires. 11-20-23



CITY OF FRANKLIN

By: 
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED,

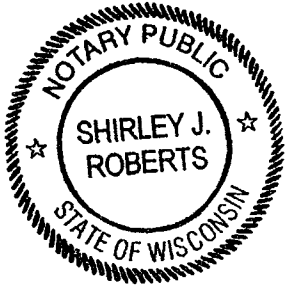
By: 
Name: Sandra L. Wesolowski
Title: City Clerk

Party of the Second Part



STATE OF WISCONSIN)
)ss.
MILWAUKEECOUNTY)

Personally came before me this 8th day of October, 2021, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. 2021-7764, adopted by its Common Council on the 17th day of August, 2021.



Shirley J. Roberts
Notary Public, Milwaukee County, WI
My commission expires: 3-27-24
Shirley J. Roberts

This instrument was drafted by the City Engineer for the City of Franklin

Form approved

Jesse A. Wesolowski
10/8/21
Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1

LEGAL DESCRIPTION OF SUBDIVISION

Part of 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, all being part of the Southwest 1/4 of the Northeast 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, said point also falling on the proposed Northerly Right-of-Way line of West Marquette Avenue; thence Northwesterly 52.79 feet along said Northerly line on a curve to the right having a radius of 267.00 feet, the chord of said curve bears North 86°-32'-25" West, a chord distance of 52.70 feet; thence North 80°-52'-35" West along said Northerly line, a distance of 276.50 feet; thence Northwesterly 65.84 feet along said Northerly line on a curve to the left having a radius of 333.00 feet, the chord of said curve bears North 86°-32'-25" West, a chord distance of 65.73 feet; thence South 87°-47'-45" West along said Northerly line, a distance of 189.46 feet to a West line of said Lot 2; thence North 00°-13'-19" East along said West line, a distance of 432.71 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 10.665 acres (464,573 sq. ft.) of land more or less.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>

Description of improvements required to be installed to develop the Pleasant View Reserve Phase 1 Subdivision.

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

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

1. Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. *S
2. Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. *S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
4. Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. *S
5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
6. Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. *S

7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. Improvements to West Maquette Avenue will be governed by the Agreement to Construct West Maquette Avenue from South 51st Street to South 49th Street between and Among the City of Franklin, Creative Homes, Inc. and Franklin 49th Street LLC dated November 25, 2020. *S
10. Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *C
14. Protective fencing adjacent to pedestrian ways, etc (N A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signage in such locations and such size and design as determined by the City *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

II LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement

III WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207.15 Special assessments, of the Municipal Code

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

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

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".
3. Improvements to West Maquette Avenue will be governed by the Agreement to Construct West Marquette Avenue from South 51st Street to South 49th Street between and Among the City of Franklin, Creative Homes, Inc and Franklin 49th Street LLC dated November 25, 2020

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

- 1 All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.
4. The curb, gutter and sidewalk on the south side of W. Marquette Ave. from S. 49th St. to the connection near Pleasant View Elementary School as well as the asphalt path connecting S. 49th Court to the Pleasant View Park as depicted on engineering plans from Excel Engineering dated 7/1/2021 (and as modified and approved by the City of Franklin Engineering Department) shall be constructed as part of the Phase II improvements. The amount of surety for Phase I improvements shall be increased by \$59,100 (fifty-nine thousand and one hundred dollars) to ensure this work will be completed in Phase II and is shown as a separate line in Exhibit D.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until

- a) The plat is recorded, and
- b) The streets have been provisionally approved by the City

VII. EASEMENTS

A Drainage

- 1 All drainage easements dedicated to the public shall be improved as follows.
 - a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.

- b) Side slopes no steeper than 4:1.
- c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.

2. Pedestrian

- a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
- b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Subdivision monuments have been set.
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:
 - a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved.
 - d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR PLEASANT VIEW RESERVE SUBDIVISION
PHASE I

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$ 25,000.00
Sanitary System	-----
Water System	-----
Storm Sewer System	-----
☐ Paving (including sidewalk)	26,508.55
Street Trees (34 x \$400/lot)	13,600.00
Street Lights (3) @ approximately \$5,000/ea.	15,000.00
Street Signs	2,500.00
Underground Electric, Gas and Telephone	62,126.85
Storm Water Management	10,000.00
Phase II Improvements	59,100.00
SUBTOTAL	\$213,835.40
Engineering/Consulting Services	10,000.00
Municipal Services (7% of Subtotal)	14,968.47
Contingency Fund (20% of Subtotal)	42,767.08
TOTAL:	\$281,570.95

Total: Two Hundred Eighty One Thousand, Five Hundred Seventy and 95/100 Dollars.

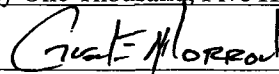
APPROVED BY:  Date: 9-2-2021
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION
PHASE 1

ADDITIONAL SUBDIVISION REQUIREMENTS
--

1. The Subdivider agrees that it shall pay to the City of Franklin for three (3) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street) Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP") Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City on W. Marquette Ave., S. 50th St., and S. 49th St. at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site The Subdivider shall maintain the erosion and siltation

control until such time that vegetation sufficient to equal pre-existing conditions has been established

9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
12. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
13. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

14. Construction Requirements

- a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
- c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
- d) All traffic shall enter the site from W. Marquette Ave.

15. The Subdivider shall provide for the connection to the existing S. 49th St. and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION
PHASE 1

CONSTRUCTION SPECIFICATIONS

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

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets Construction	CITY OF FRANKLIN
Materials Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

AGREEMENT TO CONSTRUCT WEST MARQUETTE AVENUE FROM SOUTH 51ST STREET TO SOUTH 49TH STREET BETWEEN AND AMONG THE CITY OF FRANKLIN, CREATIVE HOMES, INC. AND FRANKLIN 49TH STREET LLC

THIS AGREEMENT is made and entered into, effective November 25, 2020, by, between and among the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (FRANKLIN), a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, and Creative Homes, Inc. (CREATIVE HOMES), a domestic business incorporated in the State of Wisconsin, and Franklin 49th Street LLC (49TH STREET), a domestic limited liability company incorporated in the State of Wisconsin. Collectively, FRANKLIN, CREATIVE HOMES and 49TH STREET are the PARTIES.

WHEREAS, CREATIVE HOMES is developing the Pleasant View Estates Subdivision on a 27.01 acre more or less parcel of land (Tax Key No. 788-9981-003) that it owns on the south side of the future West Marquette Avenue, the legal description of which is set forth upon Exhibit A annexed hereto and incorporated herein; and

WHEREAS, 49TH STREET is developing the Oak Ridge Subdivision on an 11.88 acre more or less parcel (Tax Key No. 759-9981-010) that it owns on the north side of the future West Marquette Avenue, the legal description of which is set forth upon Exhibit A annexed hereto and incorporated herein; and

WHEREAS, FRANKLIN desires to construct and/or improve a West Marquette Avenue public roadway, public utilities and ancillary appurtenances from South 51st Street to South 49th Street in a 66-foot wide public right-of-way from South 51st Street to South 49th Street (PROJECT).

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the PARTIES, in consideration of the above recitals, which are incorporated herein in their entirety, and the mutual benefits of furthering the developments of the Subdivisions and West Marquette Avenue together, as follows:

1. CREATIVE HOMES and 49TH STREET grant and have granted FRANKLIN permission to and for the full use of all plans, specifications, and related documents prepared and obtained by them, to solicit public bids for the PROJECT. FRANKLIN has solicited and received bids from qualified contractors pursuant to the applicable Wisconsin Statutes and the Franklin Municipal Code for a public works project. The public works project is intended to commence construction on April 1, 2021 and requires final completion no later than September 1, 2021.
2. CREATIVE HOMES and 49TH STREET will collectively apply for and obtain all applicable permits for and related to their respective stormwater/drainage systems. All other permitting shall be the responsibility of FRANKLIN.
3. CREATIVE HOMES and 49TH STREET shall be ready to proceed with construction of their respective stormwater facilities by April 1, 2021 and shall timely commence and proceed upon notice to do so from the FRANKLIN City Engineer.
4. CREATIVE HOMES and 49TH STREET hereby grant permission to FRANKLIN to place soils and topsoils stockpiles on their respective properties during and as part of

the PROJECT construction process, in such locations as determined reasonably necessary for the PROJECT construction process by the FRANKLIN City Engineer. CREATIVE HOMES and 49TH STREET shall sign any and all governmental and regulatory permit applications for such temporary stockpiling uses, which applications and permit processes and costs shall be the responsibility of FRANKLIN.

5. If CREATIVE HOMES and/or 49TH STREET are not ready to proceed with construction of their respective stormwater facilities by April 1, 2021, FRANKLIN reserves the right to delay PROJECT construction, or proceed with PROJECT by charging all additional PROJECT related additional costs incurred by FRANKLIN to the non-ready PARTY(IES) due to their respective lack of readiness and proceeding. Payment of such charges shall be due upon written notice with documentation from the FRANKLIN City Engineer of related costs associated with the additional engineering, permitting, construction, land acquisition, etc. of the accommodating offsite stormwater facilities and soils and topsoils stockpiles land disturbance uses and activities. Upon notice from the FRANKLIN City Engineer, the non-ready PARTY(IES) shall have a right to cure for a period of 30 days from the date of the notice, provided that notice of such intent to cure with stated reasonable facts as to the ability to do so is delivered to the City Engineer by the respective non-ready PARTY(IES) within 5 days of the date of the notice from the FRANKLIN City Engineer.
6. PARTY(IES) in default under paragraph 5. above shall then forthwith donate and dedicate easements to Franklin reasonably necessary to accommodate the development of the stormwater facilities and soils and topsoils stockpiles land disturbance uses and activities, hereby nonetheless grant the right of entry to their respective property(ies), and hereby nonetheless waive their respective right(s) to protest any eminent domain condemnation. Any offsite easements will be vacated by FRANKLIN when the land is developed and stormwater facilities are reincorporated in the respective development stormwater systems.
7. Subject to the provisions above, FRANKLIN shall proceed with the construction of the PROJECT, subject to the funding thereof being provided in the FRANKLIN Budget, which Budget provisions are anticipated to be decided upon by the FRANKLIN Common Council at its meeting on November 17, 2020.
8. Upon commencement of construction of PROJECT by FRANKLIN, CREATIVE HOMES and 49TH STREET shall collectively formally dedicate to FRANKLIN all needed property for a 66-foot wide public right-of-way from South 51st Street to South 49th Street.
9. If either CREATIVE HOMES and/or 49TH STREET transfers title of their lands or assigns development responsibilities to other parties, they shall give written notice to the other PARTIES. CREATIVE HOMES's and 49TH STREET's obligations, respectively, under this AGREEMENT upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If CREATIVE HOMES and/or 49TH STREET or any successor developer and/or owner fails to

make a payment when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by CREATIVE HOMES and 49TH STREET. Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this AGREEMENT shall be the personal obligation of the person or entity that is the developer and/or owner, successors and assigns of the Property at the time that any payment is due and/or outstanding and unpaid. The covenant contained in this paragraph 9. shall be deemed to be a covenant running with the land and shall be binding upon CREATIVE HOMES and/or 49TH STREET and/or owners, successors and assigns of any portion of the Property until all obligations hereunder have been satisfied. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor developers and/or owners of the Property

10. Except for the provisions of paragraph 9. above, FRANKLIN will not otherwise specially assess adjacent to the PROJECT properties owned by CREATIVE HOMES and 49TH STREET within their respective properties described in Exhibit A, for any public improvements associated with the PROJECT.
11. CREATIVE HOMES and 49TH STREET shall each make a payment to FRANKLIN of the sum of \$43,000.00, due upon notice of the final completion of construction of PROJECT by the FRANKLIN City Engineer.
12. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if CREATIVE HOMES and/or 49TH STREET or any successor developer and/or owner is/are delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, the COVID-19 pandemic, or other causes beyond the control of the developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.
13. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this paragraph 13. of a change of address:

If to the City:

City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention: Glen E. Morrow, City Engineer
Facsimile No.: 414-425-3106

With a Copy to:

City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention: Sandra L. Wesolowski, City Clerk

Facsimile No.: 414-425-6428

If to CREATIVE HOMES:

Creative Homes, Inc.
9244 West Grandview Court
Franklin, Wisconsin 53132
Attention: Rick J. Przybyla
Facsimile No.: 414-529-4032

If to 49th STREET:

Franklin 49th Street LLC
5803 Glen Haven Drive
Greendale, Wisconsin 53129
Attention: Daniel J. Carmody
Facsimile No.: 414-425-5649

- 14. The PARTIES agree that this AGREEMENT will be recorded in the Milwaukee County Register of Deeds Office records.
- 15. The above stated conditions and terms are accepted and agreed to by the PARTIES and the PARTIES have set their hands and seals as follows:

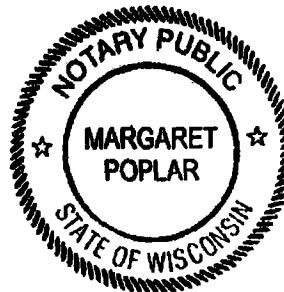
Creative Homes, Inc.

By: *Rick J. Przybyla*
Rick J. Przybyla
Title: PRES

STATE OF WISCONSIN)
)ss.
Milwaukee COUNTY)

Personally appeared before me this 25 day of November, 2020, the above-named Rick J. Przybyla, the President of Creative Homes, Inc. to me known to be the persons who executed the foregoing agreement on behalf of Creative Homes, Inc. and by its authority.

Margaret Poplar
Notary Public State of Wisconsin
My commission expires: 3/10/2023



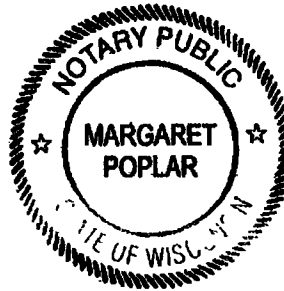
Creative Homes, Inc.

By: Nicole M. Watson
Nicole M. Watson
Title: Corp. Secretary

STATE OF WISCONSIN)
)ss.
Milwaukee COUNTY)

Personally appeared before me this 25 day of November, 2020, the above named Nicole M. Watson, the Corp Secretary of Creative Homes, Inc. to me known to be the persons who executed the foregoing agreement on behalf of Creative Homes, Inc. and by its authority.

Margaret Poplar
Notary Public State of Wisconsin
My commission expires: 3/10/2023



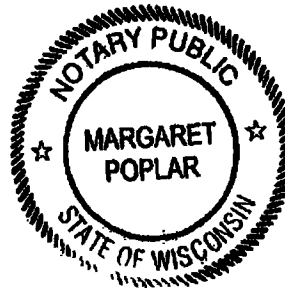
Franklin 49th Street LLC

By: Daniel J. Carmody
Daniel J. Carmody
Title: Member

STATE OF WISCONSIN)
)ss.
Milwaukee COUNTY)

Personally appeared before me this 25 day of November, 2020, the above-named Daniel J. Carmody, the member of Franklin 49th Street LLC to me known to be the persons who executed the foregoing agreement on behalf of Franklin 49th Street LLC and by its authority.

Margaret Poplar
Notary Public State of Wisconsin
My commission expires: 3/10/2023



Franklin 49th Street LLC

By: Fred J. Arbanella

Fred J. Arbanella

Title: MEMBER

STATE OF WISCONSIN

)

)ss.

Milwaukee COUNTY

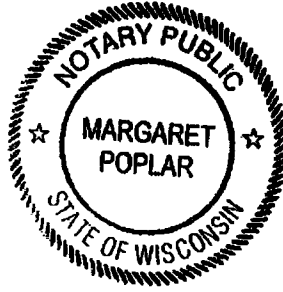
)

Personally appeared before me this 25 day of November, 2020, the above named Fred J. Arbanella, the member of Franklin 49th Street LLC to me known to be the persons who executed the foregoing agreement on behalf of Franklin 49th Street LLC and by its authority.

Margaret Poplar

Notary Public State of Wisconsin

My commission expires: 3/10/2023



City of Franklin, Wisconsin

By: [Signature]
Mark A. Dandrea, Common Council
President

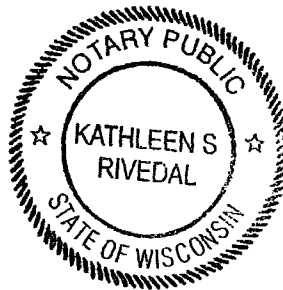
By: [Signature]
Paul Rotzenberger, Director of Finance
and Treasurer

Attest: [Signature]
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this 4th day of December, 2020, the above-named Mark A. Dandrea, Paul Rotzenberg and Sandra L. Wesolowski, Common Council President, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

[Signature]
Notary Public State of Wisconsin
My commission expires: 06/16/2023



This instrument drafted by:
Jesse A. Wesolowski, Franklin City Attorney

Exhibit A

(Description of the Property)

Tax Key No. 788-9981-003

Tax Key No. 759-9981-010

Tax Key No. 788-9981-003

THE NORTH 15 ACRES OF WEST 1/2 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 21 EAST, EXCEPT THE NORTH 147.58 FEET OF WEST 147.58 FEET & EXCEPT THE CERTIFIED SURVEY MAP NUMBER 685; ALSO THE NORTH 20 ACRES OF EAST 25 ACRES OF SOUTH 65 ACRES OF THE WEST 1/2 OD SAID 1/4 SECTION, EXCEPT PARTS CONVEYED FOR THE STREET IN DOCUMENT NUMBERS 10277005 & 10277006, EXCEPT THE EVERGREEN PARK ESTATES SUBDIVISION 27 ACRES.

Tax Key No. 759-9981-010

BEING A RE-DIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2153, BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE N87°47'45"E, 60.05 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 OF CERTIFIED SURVEY MAP NO.2153 AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N0°13'19"E, 698.72 FEET TO A POINT; THENCE N87°50'14"E, 239.00 FEET TO A POINT; THENCE N0°13'19"E, 168.00 FEET TO A POINT; THENCE N87°50'14"E, 100.95 FEET TO A POINT; THENCE N0°19'19"E, 132.00 FEET TO A POINT; THENCE N87°50'14"E, 219.69 FEET TO A POINT; THENCE S0°06'17"W, 520.44 FEET TO A POINT; THENCE N88°00'07"E, 189.64 FEET TO A POINT; THENCE S0°06'17"W, 477.099 FEET TO A POINT; THENCE S87°47'45"W, 751.363 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 564,871.77 SQUARE FEET (12.968 ACRES).

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 5, 2022
Reports & Recommendations	Authorize the Release of Performance Bond No. LICX1156671 From Lexon Insurance Company for Aspen Woods Subdivision Phase 1 and Performance Bond No. LICZ1167124 for Aspen Woods Subdivision Phase 2, Located East of S. 51st Street and South of W. Puetz Road as Recommended by the Engineering Department	ITEM NO. G.8.

BACKGROUND

Pursuant to the development of the Aspen Woods Subdivision, which is located east of S. 51st Street and south of W. Puetz Road, please be advised that the developer has a performance bond for Phase 1 and Phase 2 for all the required improvements as listed in the subdivision development agreement.

ANALYSIS

All the public improvements have been installed to City Specification including the final lift of asphalt with one-year warranty. The current amount in Performance Bond No. LICX1156671 for Phase 1 is \$120,320.00 and is recommended to be released. The current amount in Performance Bond No. LICX1167124 for Phase 2 is \$155,619.14 and is recommended to be released.

The City is receiving a check from the developer to hold \$6,400.00 in escrow to plant the remaining 16 street trees in Phase 2.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Authorize the release of Performance Bond No. LICX1156671 from Lexon Insurance Company for Aspen Woods Subdivision Phase 1 and Performance Bond No. LICX1167124 for Aspen Woods Subdivision Phase 2 located east of S. 51st Street and south of W. Puetz Road as recommended by the Engineering Department.

Engineering: TAB

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 5, 2022
Reports & Recommendations	Authorization for the Engineering Department to Purchase a 2022 Ford F-150 from Ewald Automotive Group for \$48,045.00	ITEM NO. G.9.

BACKGROUND

Within the approved 2022 Equipment Replacement Fund (42-0321-5811) are the funds for the Engineering Department to purchase a new department vehicle. The Engineering Department would like to use these funds to purchase a 2022 Ford F-150 from Ewald Automotive Group for department use.

ANALYSIS

The Engineering Department would like to purchase the following vehicle:

1. One (1) 2022 Ford F-150 (W1E) XLT 4WD SuperCrew 6.5'Box pick-up truck, from Ewald Automotive Group, for the price of \$48,045.00.

This vehicle will be replacing a 2014 Ford Explorer (currently being used by the Engineering Department, formerly a Police vehicle) which will be auctioned off at a later date.

This purchase is being made through the State of Wisconsin Municipal Vehicle Contract with Ewald Auto Group. Through this agreement, we receive the best pricing on vehicles purchased.

FISCAL NOTE

This item was included in the 2022 Budget. The 2022 Equipment Replacement Fund included \$75,000.00 for two vehicles. A 2022 Ford Explorer was authorized for purchase at the April 19, 2022 Common Council meeting for \$28,783.00, leaving \$46,217.00 remaining. Staff recommends using \$46,217 out of the 2022 Equipment Replacement Fund, Account Number 42-0321-5811. Staff recommends funding the difference (\$48,045.00-\$46,217.00 = \$1,828.00) using DPW Equipment Replacement Fund, Account Number 42-0331-5811.

COUNCIL ACTION REQUESTED

Authorize Staff to purchase the above listed vehicle.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/5/2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Labor Contract Negotiations and Collective Bargaining Strategies. The Common Council may enter closed session pursuant to Wis. Stats. § 19.85(1)(c) and (e), to discuss collective bargaining strategy in regard to negotiations with the Franklin Police Officers Association, for competitive and bargaining reasons, and to re-enter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.</p>	<p>ITEM NUMBER</p> <p>G.10.</p>

COUNCIL ACTION REQUESTED

Motion to go into closed session: The Common Council may enter closed session pursuant to Wis. Stats. § 19.85(1)(c) and (e), to discuss collective bargaining strategy in regard to negotiations with the Franklin Police Officers Association, for competitive and bargaining reasons, and to re-enter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.

<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;">July 5, 2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Paul R. Conforti, et al v City of Franklin, et al , Milwaukee County Circuit Court, Case No. 20-CV-0758, removed to the United States District Court Eastern District of Wisconsin, Case No. 20-349. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.11.</p>

COUNCIL ACTION REQUESTED

As *Paul R. Conforti, et al v City of Franklin, et al* , Milwaukee County Circuit Court, Case No. 20-CV-0758, removed to the United States District Court Eastern District of Wisconsin, Case No. 20-349 is a litigation matter in which the City is involved, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>July 5, 2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p><i>Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031, and Franklin Community Advocates, Inc., et al. v City of Franklin, United States District Court Eastern District of Wisconsin, Case No. 20-413. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p>ITEM NUMBER</p> <p>G.12.</p>

COUNCIL ACTION REQUESTED

As *Franklin Community Advocates, et al v City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031, and *Franklin Community Advocates, Inc., et al v. City of Franklin*, United States District Court Eastern District of Wisconsin, Case No. 20-413 are litigation matters which are in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/05/2022
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of July 5, 2022.

COUNCIL ACTION REQUESTED

As recommended by the License Committee.



414-425-7500

**License Committee
Agenda*
Alderman Room
July 05, 2022 – 5:45 p.m.**

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New 5:50 p.m.	Burks, Kenneth D Walmart #1551			
Operator 2022-2023 Renewal	Burks, Kenneth D Walmart #1551			
Operator 2021-2022 New 5:55 p.m.	Murillo, Adriana Walmart #1551			
Operator 2022-2023 Renewal	Murillo, Adriana Walmart #1551			
Operator 2022-2023 New	Correa Rosa, Maria Walmart #1551			
Operator 2022-2023 New	Davis, Dru E Kwik Trip#857			
Operator 2022-2023 New	Geldon, Timothy J Sendik's Food Market			
Operator 2022-2023 New	Lujan, Aaron A Sam's Club #8167			
Operator 2022-2023 New	Sawyer-Young, Alexander J CVS Pharmacy #5390			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 Renewal	Baird, Mikayla K Rawson Pub			
Operator 2022-2023 Renewal	Bandle, Heather A The Landmark			
Operator 2022-2023 Renewal	Chatfield, Anthony M Croatian Park			
Operator 2022-2023 Renewal	Damask, Angela M Mulligan's Irish Pub & Grill			
Operator 2022-2023 Renewal	Dauenhauer, Megan E Bowery Bar & Grill/iron Mike's			
Operator 2022-2023 Renewal	Flowers, Katelynn M Discount Cigarettes & Liquor			
Operator 2022-2023 Renewal	Goehring, David F St Martin of Tours			
Operator 2022-2023 Renewal	LeHouillier, Pamela J Franklin Lioness Club			
Operator 2022-2023 Renewal	Lindner, David P Franklin Lions Club			
Operator 2022-2023 Renewal	Perelgut, Savannah L The Rock Sports Complex			
Operator 2022-2023 Renewal	Terp, Jeffrey Franklin Lions Club			
Operator 2022-2023 Renewal	Topetzes, Theofania C Honey Butter Cafe			

Type/ Time	Applicant Information	Approve	Hold	Deny
Temporary Class B Beer	Franklin Lions Club: St. Martin's Labor Day Fair Person in Charge: David Lindner Dates of Event: 9/4/2022 thru 9/5/2022 and Location: St. Martins Rd. & Church St. Dates of Event: 9/4/2022 thru 9/5/2022			
3.	Adjournment			
		Time		

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

APPROVAL <i>slw DDG</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/05/2022
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated June 17, 2022 through July 1, 2022, Nos 188461 through Nos 188648 in the amount of \$ 6,150,760 32 Also included in this listing are EFT's Nos 4994 through Nos 5011, Library vouchers totaling \$ 19,421 55, Tourism vouchers totaling \$ 863 52, Water Utility vouchers totaling \$ 15,077 10 and Property tax vouchers totaling \$ 4,063 57 Voided checks in the amount of (\$ 12,325 62) are separately listed

Early release disbursements dated June 17, 2022 through June 30, 2022 in the amount of \$ 5,560,637 55 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated July 1, 2022 is \$ 432,750 58, previously estimated at \$ 417,000 Payroll deductions dated July 1, 2022 are \$ 236,132 89, previously estimated at \$ 250,000

The estimated payroll for July 15, 2022 is \$ 418,000 with estimated deductions and matching payments of \$ 235,000

There were no Property Tax disbursements

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of July 1, 2022 in the amount of \$ 6,150,760 32 and
- Payroll dated July 1, 2022 in the amount of \$ 432,750 58 and payments of the various payroll deductions in the amount of \$ 236,132 89, plus City matching payments and
- Estimated payroll dated July 15, 2022 in the amount of \$ 418,000 and payments of the various payroll deductions in the amount of \$ 235,000, plus City matching payments

ROLL CALL VOTE NEEDED