

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.  
<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, JANUARY 5, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of December 15, 2020.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Request for approval to allow the Fire Department to dispose of decommissioned 2007 Utility Vehicle by trading it in, and to move forward with the purchase of a new Utility Vehicle.
  - 2. Authorization to approve the 2021 Baycom Service Agreement for Police Department equipment.
  - 3. Authorization to Participate in the Coronavirus Emergency Supplemental Funds – Municipal Law Enforcement Agencies Population of 20,000 - 49,999 Grant.
  - 4. Authorization to extend Contract with Maxim Healthcare Staffing Services, Inc. for COVID-19 Case Follow-Up and Contact Tracing.
  - 5. Request for authorization to allow the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnerships for Success Grant.
  - 6. A Resolution Conditionally Approving a 2 Lot Certified Survey Map, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 7, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (P. Kenneth Servi, Servi Investments, LLC, Applicant) (at 11595 West Forest Home Avenue).
  - 7. Professional Services Agreement between the City of Franklin and Stantec Consulting Services, Inc. for Quarry Monitoring Services for Calendar Year 2021.
  - 8. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Hair Salon Use Upon Property Located at 10700 West Venture Drive, Suite A (Nova Salon Suites, LLC, Applicant).

Common Council Meeting Agenda

January 5, 2021

Page 2

- 9. Recommendation from the Parks Commission to have the Department of Public Works replace the footbridge in Jack Workman Park with a culvert.
- 10. Authorize engagement of a 2020 Single Audit of Federal and Wisconsin Grant dollars with Baker Tilly US, LLP, for an amount not to exceed \$13,000.
- 11. November 2020 Monthly Financial Report.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of January 5, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

January 7	Plan Commission Meeting	7:00 p.m.
January 19	Common Council Meeting	6:30 p.m.
January 21	Plan Commission Meeting	7:00 p.m.
February 2	Common Council Meeting	6:30 p.m.
February 4	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
DECEMBER 15, 2020  
MINUTES

C.

- |                                 |      |   |
|---------------------------------|------|---|
| ROLL CALL                       | A.   | The regular meeting of the Common Council was held on December 15, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Excused was Alderman Dan Mayer. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT                 | B.1. | Citizen comment period was opened at 6:31 p.m. and closed at 6:43 p.m.  |
| MAYORAL ANNOUNCEMENT            | B.2. | Mayor Olson presented a letter from the Wisconsin Department of Agriculture, Trade and Consumer Protection Regarding Weights and Measures Inspections during COVID-19.  |
| MINUTES NOVEMBER 2, 2020        | C.1. | Alderman Barber moved to approve the corrected minutes of the Regular Common Council Meeting of November 2, 2020. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.   |
| MINUTES DECEMBER 1, 2020        | C.2. | Alderman Dandrea moved to approve the minutes of the Regular Common Council Meeting of December 1, 2020. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.  |
| SCHOOL RESOURCE OFFICER         | G.1. | Alderwoman Wilhelm move to approve the following changes to the existing Franklin Public School District School Resource Officer Memorandum of Understanding for the position of School Resource Officer ("SRO"), "The Superintendent may request to the Chief of Police the replacement of an SRO if the Superintendent believes the officer is not providing expected service."; and further, to authorize the Police Chief to sign the Agreement Seconded by Alderman Barber. All voted Aye; motion carried.   |
| BALLPARK COMMONS                | G.2. | No action was taken following a Ballpark Commons Project update presented by Mike Zimmerman.  |
| HILLS HAS EYES UPDATE           | G.3. | No action was taken regarding the update from the Health Department regarding The Hill Has Eyes 2020 Event, ROC Ventures.   |
| RES. 2020-7697 DEERWOOD ESTATES | G.4. | Alderman Nelson moved to adopt Resolution No. 2020-7697, A RESOLUTION CONDITIONALLY RE-APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE  |

- CONDOMINIUM DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT AT 8501 AND 8503 SOUTH DEERWOOD LANE (BUILDING 3) AND 8457 AND 8459 SOUTH DEERWOOD LANE (BUILDING 10) (FRANKLIN ESTATES LLC, Applicant) (SGB & ASSOCIATES, LLC, PROPERTY OWNER). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RYAN CREEK INTERCEPTOR G.5. Alderman Barber moved to direct staff to proceed with design and efforts to develop additional modifications to the Ryan Creek Interceptor Odor Reduction Project. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- CODE OF ETHICS G.6. Alderman Nelson moved to table the subject of a Code of Ethics at the call of Alderman Nelson. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2020-7698 STORM DRAINAGE FOR OAKES ESTATES G.7. Alderwoman Hanneman moved to adopt Resolution No. 2020-7698, A RESOLUTION FOR ACCEPTANCE OF EASEMENT FOR STORM DRAINAGE FOR OAKES ESTATES SUBDIVISION LOCATED AT APPROXIMATELY SOUTH 92ND STREET, WEST WARWICK WAY AND SOUTH CAMBRIDGE DRIVE, TAX KEY NUMBER 754-9998-000 (BEFORE LAND DIVISION). Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES. 2020-7699 INDUSTRIAL PARK LIFT STATION G.8. Alderman Nelson moved to adopt Resolution No. 2020-7699, A RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. TO PREPARE A CSM FOR THE INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT FOR \$6,000. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- 2020 HIGHWAY EQUIPMENT G.9. Alderman Nelson moved to authorize the Department of Public Works staff to purchase equipment originally requested, but not granted, in the 2020 budget, using unused funds for the 2020 Equipment Replacement and 2020 Capital Outlay Funds. Seconded by Alderman Barber. All voted Aye; motion carried.
- LED STREET LIGHTS G.10. Alderman Barber moved to authorize the Department of Public Works to purchase up to \$40,000.00 of Light Emitting Diode street lighting equipment. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- EQUIPMENT REPLACEMENT G.11. Alderman Barber moved to authorize Department of Public Works staff to solicit quotes for equipment considered in the 2021 Highway budgets for the Board of Public Works to review and approve, and

return to the Common Council for final approval. Seconded by Alderman Nelson. All voted Aye; motion carried.

- |   |       |   |
|---|-------|---|
| WE ENERGIES<br>RELOCATE<br>FACILITIES                         | G.12. | Alderwoman Hanneman moved to direct staff to reimburse WE Energies to relocate electric facilities at 2731 West Elm Road in the amount of \$15,392.76. Seconded by Alderman Dandrea. All voted Aye; motion carried.   |
| Res. 2020-7700<br>HARWOOD<br>ENGINEERING<br>SERVICES          | G.13. | Alderman Dandrea moved to adopt Resolution No. 2020-7700, A RESOLUTION TO EXECUTE HARWOOD ENGINEERING CONSULTANTS, LTD. PROFESSIONAL SERVICES AGREEMENT FOR STORM WATER REVIEWS AND OTHER ON-CALL SERVICES. Second by Alderman Barber. All vote Aye; motion carried.  |
| CARRYFORWARD<br>OF UNUSED 2020<br>APPROPRIATIONS              | G.14. | Alderman Barber moved to authorize the carry forward of unused 2020 appropriations, for use in 2021, in the amount of \$549,900, and direct the Director of Finance and Treasurer to prepare 2021 Budget modifications for the same, for Council consideration. Seconded by Alderman Nelson. All voted Aye; motion carried.   |
| RACINE COUNTY<br>SOIL TESTER'S SOIL<br>AND SITE<br>EVALUATION | G.15. | Alderman Barber moved to approve the 2021 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.  |
| 2021 PROPERTY<br>AND CASUALTY<br>INSURANCE<br>COVERAGE        | G.16. | Alderwoman Hanneman motion to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, Hanover, and ACE American Insurance Company for 2021, as noted above, including the Cyber Insurance Policy through Chubb with both First and Third-Party coverage for a total annual premium of \$838,056, and to further authorize the payment of premiums in accordance with or as required by said policy documents. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| LICENSES AND<br>PERMITS                                       | H.    | Alderman Nelson moved to approve the following:<br><br>Grant 2020-2021 Operator licenses to: Samantha J. Hemple, 11353 W. Mayers Dr.; Jennifer M. Blank, 2148 S. Burrell St., Milwaukee, with a warning letter from the City Clerk; Larry P. Gnatzig, 13800 W. Park Central Blvd. #454, New Berlin; Miranda F. Krasinski, 3147 S. 38th  |

St., Milwaukee; Gerald Liggins, 6036 Doyle St., Greendale; Carlos Marchan, 3460 E. American Ave., Oak Creek; Carlos L. Martinez, 7000 W. Southridge Dr. Apt. 40, Greenfield;

Deny the 2020-2021 Operator's license application of Jason J. Hauerwas, 7987 S. Susanna Ct., due to falsification of application and habitual criminality substantially related to the license activity;

Hold the 2020-2021 Operator's license application of Ann M. Thaler, 9044 W. Elm Ct. Unit D, for appearance; and

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following:

- 1) Fleet Reserve Association Branch 14, St. Martin Fair Permit, 9/05/2021 and 9/06/2021, St. Martins Labor Day Fair;
- 2) Franklin Park Concerts, Park Permits, Band Shell Fees and Temporary Entertainment & Amusement License for Free Concerts on 6/7/2021, 7/11/2021, 7/25/2021, 8/8/2021, 8/22/2021, Lions Legend Park 1;
- 3) Franklin Police Department, National Night Out, Temporary Entertainment & Amusement, Food License, 8/2/2021, Franklin Public Library;
- 4) St. Paul's Lutheran School, School Picnic, Park Permit, 5/27/2021, Vernon Barg Pavilion, Lions Legend II;
- 5) Xaverian Missionaries, Annual Mission Festival, Extraordinary Event License, Temporary Class B Beer and Wine License, Operator Licenses, Temporary Food License, and Sign Permits, 6/26/2021 and 6/27/2021, 4500 Xavier Dr., subject to receipt of an updated insurance certificate.

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

VOUCHERS AND  
PAYROLL

I.

Alderman Barber moved to approve the following:

City vouchers with an ending date of December 11, 2020 in the amount of \$1,414,362.72; Payroll dated December 4, 2020 in the amount of \$413,823.53 and payments of the various payroll deductions in the amount of \$235,915.92 plus City matching payments; Estimated payroll dated December 18, 2020 in the amount of \$430,000.00 and payments of the various payroll deductions in the amount of \$239,000.00, plus City matching payments; Estimated payroll dated December 31, 2020 in the amount of \$424,000 and payments of the various payroll deductions in the amount of \$445,000.00, plus City matching payments; Property Tax disbursements with an ending date of December 10, 2020 in the amount of \$3,846.09. Approval to release

payment to Wanasek in the amount of \$29,367.27. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

BPC DEVELOPMENT G.17.  
PROJECT  
AGREEMENT

Alderman Barber motion to enter into closed session at 8:28 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to an Amendment to Tax Incremental District No. 5 Ballpark Commons Development Project Agreement Regarding Impact Fees and Irrevocable Payment Bond by BPC Gold Entertainment, LLC and BPC County Land, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act of such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 9:06 p.m.

VILLAS OF  
FRANKLIN  
PHASE III  
SUBDIVISION

G.18

Alderwoman Hanneman moved to enter into closed session at 9:07 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:27 p.m., Alderwoman Hanneman moved to proceed with the preparation, delivery and execution of an Agreement to resolve all of the incomplete and necessary improvements to the Villas of Franklin (Franklin Oaks Subdivision) as discussed in closed session. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

J.

Alderman Nelson moved to adjourn the meeting at 9:29 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

**BLANK PAGE**



<p><b>APPROVAL</b></p> <p><i>slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>1/05/2021</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><b>Request Common Council approval to allow the Fire Department to dispose of decommissioned Utility Vehicle by trading it in, and to move forward with the purchase of a new Utility Vehicle.</b></p>	<p><b>ITEM NUMBER</b></p> <p>G.1.</p>

The Fire Department is seeking Council approval to move forward with the purchase of a 2020 Ford Edge SEL for use by the Community Risk Reduction Specialist. This request was included in the department's 2021 budget request and in the Mayor's recommended and approved 2021 budget. 2021 budget appropriations in the Equipment Replacement Fund are available and will be used for this purchase.

The Department is also seeking approval to trade in a 2007 Explorer that was re-purposed for fire department staff use after being decommissioned from service by police department administration. The vehicle has approximately 150,000 miles, and has significant mechanical issues. However, trade-in value is favorable at this time, and would likely exceed value at auction, while also keeping the new vehicle purchase below the budgeted amount (please see included documentation).

**COUNCIL ACTION REQUESTED**

**Motion to approve Fire Department request to trade-in a 2007 Ford Explorer, in the purchase of a 2020 Ford Edge SUV for use by Community Risk Reduction (Fire Prevention) Bureau.**

Notes

	2020 Projected	2021 FORECAST	2021 DEPT REQUES	2021 MAYOR'S REC	2021 PROPOSED	2021 D? ADOPTED
2021 Ford Escape (\$30,500) Priority #2	5,900.00	0.00	30,500.00	30,500.00	30,500.00	30,500.00 N

When the department restructured the Fire Marshal position several years ago, it ended the practice of the using a marked fire department vehicle with emergency lighting for use during fire inspections performed by non-sworn civilian personnel. Interim practice has been use of de-commissioned police department Explorers by the Community Risk Reduction Specialist. The black explorer is often mistaken for a police vehicle (with potential for a perceived duty to act) and is not consistent with the Departments branding efforts regarding Community Safety outreach. The department is requesting to replace the original 2004 Chevy Silverado Fire Marshal vehicle with a new, smaller, more efficient all-wheel-drive vehicle. The vehicle would be clearly marked with department and City logos, and identified as "Community Risk Reduction Bureau" for the purposes of City and department branding and public education and outreach. The vehicle would not be quipped for emergent response. The 2004 pickup would be kept, as it is still useful in responding to emergencies on recreational trails and of

5,900.00	0.00	30,500.00	30,500.00	30,500.00	30,500.00
----------	------	-----------	-----------	-----------	-----------

## Adam Remington

---

**From:** Kurt Stueck  
**Sent:** Monday, December 21, 2020 11:01 AM  
**To:** Adam Remington  
**Subject:** New inspection vehicle

Chief, the vehicle I would like to purchase for the Fire prevention specialist is:

2020 Ford Edge SEL in red

- This vehicle has the Active X seating surface that would make it more easily cleaned and decontaminated.

The Government price on this would be approximately \$31,900

This is more than our current budgeted amount.

I would like to trade in our current vehicle #224 that is a 2007 Ford explorer VIN# **1FMEU73817UB64957**

- There is currently a Trade in rebate that would give us the trade in value plus an additional \$2000

Trading in this vehicle that we would be sending to auction shortly anyway would bring us within the budgeted amount. The trade in rebate of \$2000 is likely more than we would get in sending this to auction.



**Kurt E. Stueck**  
**Battalion Chief**  
**Franklin Fire Department**  
**414-425-1420**

**BLANK PAGE**

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>1/05/2021</b></p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>BAYCOM SERVICE AGREEMENT</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>G.2.</b></p>

Attached is the service agreement with Baycom for 2021. The agreement covers their servicing of police department equipment, including handheld radios, squad radios, dispatch radios, squad computers, squad video, building cameras, building access system, speakers, monitors and alarm systems. The funds for the service agreement was approved in the 2021 Budget.

**COUNCIL ACTION REQUESTED**

Motion to authorize the Chief of Police to sign the Baycom Service Agreement for \$65,422.00



A Lifetime in the Moments that Matter

www.baycominc.com • 800.726.5426 • service-please@baycominc.com

CUSTOMER: Franklin Police Department, City of  
9455 W Loomis Road  
Franklin, WI 53132

MASTER CONTRACT # - 15330  
MASTER CONTRACT # - 15330\_M  
24/7 CONTRACT # 1764-02\_A  
STANDARD CONTRACT # 1764-02\_B  
STANDARD IS CONTRACT # 1764-02\_C  
911 CONTRACT # 1764-02\_D

# BAYCOM SERVICE AGREEMENT

Certified Service Center Locations:  
2040 Radisson Street, Green Bay, WI 54302  
W239K2898 Pewaukee Road, Pewaukee, WI 53072  
1620 Duan Corpse Drive, Fox Crossing, WI 54982  
305 E Albert Street, Portage, WI 54901  
4099 Pelland Road, Madison, WI 53716  
3450 Lusey Blvd. South, La Crosse, WI 54601  
9494 Hemlock Lane North, Maple Grove, MN 55369

JOB CONTACT: Captain Craig Hiermann

PHONE: (414) 858-2617

EMAIL: hiermann@franklinwi.gov

CONTRACT CONTACT: Maureen Schick

PHONE: (414) 425-2522

EMAIL: mschick@franklinwi.gov

CONTRACT START: 1/1/2021

CONTRACT END: 12/31/2021

DISCUSSION	MODEL #	SERIAL #	TYPE	STC LOC	24/7	FACTORY WARRANTY	MAC ID	IP ADDRESS	NOTES	LOCATION
APX6000	H98UCFPW6AN	481CNX0262	P	BC-PWK	NO	5/9/2017				
APX6000	H98UCFPW6AN	481CNX0263	P	BC-PWK	NO	5/9/2017				
APX6000	H98UCFPW6AN	481CNX0264	P	BC-PWK	NO	5/9/2017				
APX6000	H98UCFPW6AN	481CNX0265	P	BC-PWK	NO	5/9/2017				
APX6000	H98UCFPW6AN	481CNX0266	P	BC-PWK	NO	5/9/2017				
APX6000	H98UCFPW6AN	481CNX0269	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0290	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0291	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0292	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0293	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0294	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0295	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0296	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0297	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0298	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0299	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0700	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0701	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0702	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0703	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0704	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0705	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0706	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0707	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0708	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0709	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0710	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0711	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0712	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0713	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0714	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0715	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0716	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCFPW6AN	481CNX0717	P	BC-PWK	NO	12/9/2017				



For Consulting, WI | Green Bay, WI | La Crosse, WI  
Madison, WI | Maple Grove, MN | Portage, WI



DESCRIPTION	MODEL #	SERIAL #	TYPE	SYNCH	24/7	FACTORY WARRANTY	MAC ID	IP ADDRESS	NOTES	LOCATION
APX6000	H98UCF9PW6AN	481CNX0718	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0719	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0720	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0721	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0722	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0723	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0724	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0725	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CNX0726	P	BC-PWK	NO	12/9/2017				
APX6000	H98UCF9PW6AN	481CWF1458	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1459	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1460	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1461	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1462	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1463	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1464	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1465	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1466	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1467	P	BC-PWK	NO	4/7/2021				
APX6000	H98UCF9PW6AN	481CWF1468	P	BC-PWK	NO	4/7/2021				
APX6500	M25URS9PW1AN	527CNH0459	M	CUST	NO	5/9/2017				
APX6500	M25URS9PW1AN	527CNH0460	M	CUST	NO	5/9/2017				
APX6500	M25URS9PW1AN	527CNH0461	M	CUST	NO	5/9/2017				
APX6500	M25URS9PW1AN	527CNH0462	M	CUST	NO	5/9/2017				
APX6500	M25URS9PW1AN	527CNH0463	M	CUST	NO	5/9/2017				
APX6500	M25URS9PW1AN	527CNH0464	M	CUST	NO	5/9/2017				
APX6500	M25URS9PW1AN	527CNZ0027	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0028	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0029	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0030	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0031	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0032	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0033	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0034	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0035	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0036	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0037	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0038	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0039	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0040	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0041	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0042	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0043	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0044	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0045	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0046	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0047	M	CUST	NO	1/9/2018				



DESCRIPTION	MODEL #	SERIAL #	TYPE	SVC LOC	24/7	FACTORY WARRANTY	MAC ID	IP ADDRESS	NOTES	LOCATION
APX6500	M25URS9PW1AN	527CNZ0048	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0049	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0050	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0051	M	CUST	NO	1/9/2018				
APX6500	M25URS9PW1AN	527CNZ0437	M	CUST	NO	12/9/2017			TIED TO APX 6500 C.S. (527CNK0778)	RADIO/COMPUTER ROOM
TRA	L3276AC	124CNE0714	F	CUST	NO				MC EMERGENCY MANAGEMENT	CITY HALL
XTL5000 CONS.	L20KCS9PW1AN	276CKR0659	F	CUST	NO					RADIO/COMPUTER ROOM
XTL2500 CS	M21URM9PW1AN	514CKD0344	F	CUST	NO					RADIO/COMPUTER ROOM
APX6500 CS	M25URS9PW1AN	527CNK0778	F	CUST	NO				WISCOM T/G	
APX7500 CONSOLETTTE	L30URS9PW1AN	761CSM0351	F	CUST	YES					
APX7500 CONSOLETTTE	L30URS9PW1AN	761CSM0352	F	CUST	YES					
APX7500 CONSOLETTTE	L30URS9PW1AN	761CSM0353	F	CUST	YES					
APX7500 CONSOLETTTE	L30URS9PW1AN	761CSM0354	F	CUST	YES					
APX7500 CONSOLETTTE	L30URS9PW1AN	761CSM0355	F	CUST	YES					
APX7500 CONSOLETTTE	L30URS9PW1AN	761CSM0356	F	CUST	YES					
APX7500 CONSOLETTTE	L30URS9PW1AN	761CSM0357	F	CUST	YES					
MCC7500 OP 1			F	CUST	YES	4/30/2018				
OP1 VPM	B1933	443CSM1866	F	CUST	YES	4/30/2018				IN BACK SIDE OP 1 ACCESS PANEL
OP1 PC	TT2833	2U46212670	F	CUST	YES	4/30/2018				UNDER OP 1 STATION DESK
OP1 MONITOR	DS22WBLK		F	CUST	YES	4/30/2018				DISPATCH OP 1 STATION
OP 1 SPEAKERS	B1912	443IS1482	F	CUST	YES	4/30/2018				DISPATCH OP 1 STATION
OP 1 SPEAKERS	B1912	443IS10238	F	CUST	YES	4/30/2018				DISPATCH OP 1 STATION
OP 1 SPEAKERS	B1912	443IS10236	F	CUST	YES	4/30/2018				DISPATCH OP 1 STATION
OP 1 DESK MIC	B1914A	443IS1220	F	CUST	YES	4/30/2018				DISPATCH OP 1 STATION
MCC7500 OP 2			F	CUST	YES	4/30/2018				
OP2 VPM	B1933	443CSM1864	F	CUST	YES	4/30/2018				IN BACK SIDE OP 2 ACCESS PANEL
OP 2 PC	TT2833	2U46212683	F	CUST	YES	4/30/2018				UNDER OP 2 STATION DESK
OP 2 MONITOR	DS22WBLK		F	CUST	YES	4/30/2018				DISPATCH OP 2 STATION
OP 2 SPEAKERS	B1912	443IS1469	F	CUST	YES	4/30/2018				DISPATCH OP 2 STATION
OP 2 SPEAKERS	B1912	443IS1459	F	CUST	YES	4/30/2018				DISPATCH OP 2 STATION
OP 2 SPEAKERS	B1912	443IS1481	F	CUST	YES	4/30/2018				DISPATCH OP 2 STATION
OP 2 SPEAKERS	B1912	443IS10242	F	CUST	YES	4/30/2018				DISPATCH OP 2 STATION
OP 2 DESK MIC	B1914A	443IS1233	F	CUST	YES	4/30/2018				DISPATCH OP 2 STATION
MCC7500 OP 3			F	CUST	YES	4/30/2018				
OP3 VPM	B1933	443CSM1861	F	CUST	YES	4/30/2018				IN BACK SIDE OP 3 ACCESS PANEL
OP 3 PC	TT2833	2U46212670	F	CUST	YES	4/30/2018				UNDER OP 3 STATION DESK
OP 3 MONITOR	DS22WBLK		F	CUST	YES	4/30/2018				DISPATCH OP 3 STATION
OP 3 SPEAKERS	B1912	443IS10258	F	CUST	YES	4/30/2018				DISPATCH OP 3 STATION
OP 3 SPEAKERS	B1912	443IS10237	F	CUST	YES	4/30/2018				DISPATCH OP 3 STATION
OP 3 SPEAKERS	B1912	443IS10223	F	CUST	YES	4/30/2018				DISPATCH OP 3 STATION
OP 3 DESK MIC	B1914A	443IS00181	F	CUST	YES	4/30/2018				DISPATCH OP 3 STATION
MCC7500 OP 4			F	CUST	YES	4/30/2018				
OP 4 VPM	B1933	443CSM1862	F	CUST	YES	4/30/2018				IN BACK SIDE OP 4 ACCESS PANEL
OP 4 PC	TT2833	2U46212670	F	CUST	YES	4/30/2018				UNDER OP 4 STATION DESK
OP 4 MONITOR	DS22WBLK		F	CUST	YES	4/30/2018				DISPATCH OP 4 STATION
OP 4 SPEAKERS	B1912	443IS1464	F	CUST	YES	4/30/2018				DISPATCH OP 4 STATION
OP 4 SPEAKERS	B1912	443IS1454	F	CUST	YES	4/30/2018				DISPATCH OP 4 STATION
OP 4 SPEAKERS	B1912	443IS10253	F	CUST	YES	4/30/2018				DISPATCH OP 4 STATION





DESCRIPTION	MODEL #	SERIAL #	TYPE	SVC LOC	24/7	FACTORY WARRANTY	MAC ID	IP ADDRESS	NOTES	LOCATION
OP 4 SPEAKERS	B1912	443ISLD226	F	CUST	YES	4/30/2018				DISPATCH OP 4 STATION
OP 4 DESK MIC	B1914A	443ISCO1789	F	CUST	YES	4/30/2018				DISPATCH OP 4 STATION
SDM 3000	R4543A		F	CUST	YES	4/30/2018				
GCP 8000 SITE CONTROLLER	T7038A	112CSM1619	F	CUST	YES	4/30/2018				GATEWAY 1
SITE GATEWAY	T7577A	147CSM2935	F	CUST	YES	4/30/2018				GATEWAY 2 HAS UNUSED CCGW MODULE.
SITE GATEWAY	T7577A	147CSZ1964	F	CUST	YES	4/30/2018				CCGW 1
CCGW	T7577A	147CSM2937	F	CUST	YES	4/30/2018				CCGW SPARE
CCGW	T7577A	147CSM2934	F	CUST	YES	4/30/2018				CCGW 2
CCGW	T7577A	147CSM2933	F	CUST	YES	4/30/2018				CCGW 2
HP SWITCH	J9623-60101 (J9623A)	CNSBDRR17F	F	CUST	YES	4/30/2018				LAN SWITCH 1
HP SWITCH	J9623-60101 (J9623A)	CNSBDRR17X	F	CUST	YES	4/30/2018				LAN SWITCH 1
HP SWITCH	J9623-60101 (J9623A)	CNSBDRR15B	F	CUST	YES	4/30/2018				LAN SWITCH 2
HP SWITCH	J9623-60101 (J9623A)	CNSBDRR04F	F	CUST	YES	4/30/2018	N/A	N/A		
RACK CHASSIS	780193	19323741	E	CUST	NO	09/30/2016	00-90-AA-06-2773	172.25.1.142	4 PORT CHANNEL RACK	NETWORK ROOM
CAMERA W/PTZ	949366	36629026	E	CUST	NO	09/30/2016	00-90-AA-06-9C566	172.25.1.118	EXT NW Corridor PTZ	
ENCODER-SGL-4 CHNL	749105	37519780	E	CUST	NO	09/30/2016	00-90-AA-06-9C64	172.25.1.146	2 CHANNEL CARD W/SOUND	INTERVIEW ROOM 6
ENCODER-SGL-4 CHNL	749105	37519790	E	CUST	NO	09/30/2016	00-90-AA-06-9F97	172.25.1.147	2 CHANNEL CARD W/SOUND	INTERVIEW ROOM 2
ENCODER-SGL-4 CHNL	749105	37519807	E	CUST	NO	09/30/2016	00-90-AA-06-9C3F	172.25.1.106	2 CHANNEL CARD W/SOUND	INTERVIEW ROOM 4
ENCODER-SGL-4 CHNL	749105	37519815	E	CUST	NO	09/30/2016	N/A	N/A	2 CHANNEL CARD W/SOUND	INTERVIEW ROOM 3
VIDEO RACK CHASSIS	980468	37800578	E	CUST	NO	09/30/2016	N/A	N/A	20 CHANNEL RACK	NETWORK ROOM
VIDEO RACK CHASSIS	980888	37800608	E	CUST	NO	09/30/2016	746777A0CA50		20 CHANNEL RACK	NETWORK ROOM
AP7522E WIFI ACCESS	AP7522E-37040-US	15139522200718	E	CUST	NO	10.0.0.51	746777A22B78			OUTSIDE SALLY
AP7522 EXPRESS	AP-7522E-67030-US	16153522200074	E	CUST	NO	10.0.0.52	746777A22BCC			GARAGE 2
AP7522 EXPRESS	AP-7522E-67030-US	16153522200059	E	CUST	NO	10.0.0.53	746777A22BCC			GARAGE 2
AP7522 EXPRESS	AP-7522E-67030-US	16153522200042	E	CUST	NO	10.0.0.50	0090AA066039	172.25.1.128		GARAGE 1
OUTDOOR PTZ	VT-PTZ26W-HC0D	071334090450001	E	CUST	NO	01/22/2017	0090AA066081	172.25.1.108		FRONT PARKING LOT
OUTDOOR PTZ	VT-PTZ26W-HC0D	071334090450003	E	CUST	NO	01/22/2017	n/a	n/a		OUTSIDE SALLY PORT
KEYBOARD	110066	12473	E	CUST	NO	01/22/2016	N/A	N/A		DISPATCH COMPUTER
ALARM PANEL	980144	15020710	E	CUST	NO	09/30/2016	N/A	N/A		NOT INSTALLED SERVER ROOM
ALARM PANEL	980144	15020741	E	CUST	NO	09/30/2016	00-90-AA-06-5D89	172.25.1.132		NOT INSTALLED SERVER ROOM
9000 TX/RX	749103	18485003	E	CUST	NO	09/30/2016	N/A	N/A		INTOXIMETER VIDEO
TV/MONITOR	55LN6790	311RMAQ8Q176	E	CUST	NO	09/30/2017	N/A	N/A	55" LED	DISPATCH
TV/MONITOR	55LN6790	311RMHRR8Q137	E	CUST	NO	09/30/2017	00-90-AA-06-61DB-1	172.25.1.119	55" LED	DISPATCH
ENCODER/ DUAL CHNL	749106	39401579-1	E	CUST	NO	09/30/2016	00-90-AA-06-61DB-2	172.25.1.105	2 CHANNEL CARD W/SOUND	BOOKING HALL 1
ENCODER/ DUAL CHNL	749106	39401579-2	E	CUST	NO	09/30/2016	00-90-AA-06-61DB-2	172.25.1.105	2 CHANNEL CARD W/SOUND	BOOKING HALL 2
ENCODER/ DUAL CHNL	749106	39401579-2	E	CUST	NO	09/30/2016	00-90-AA-06-61DB-1	172.25.1.102	2 CHANNEL CARD W/SOUND	INTERVIEW RM 3 ARBITRATOR
ENCODER/ DUAL CHNL	749106	39401616-1	E	CUST	NO	09/30/2016	00-90-AA-06-6039-1	172.25.1.129	2 CHANNEL CARD W/SOUND	OPEN
ENCODER/ DUAL CHNL	749106	39401692-1	E	CUST	NO	09/30/2016	00-90-AA-06-6039-2	172.25.1.137	2 CHANNEL CARD W/SOUND	HALL BY CELL 1/2
ENCODER/ DUAL CHNL	749106	39401692-2	E	CUST	NO	09/30/2016	00-90-AA-06-612B-1	172.25.1.131	2 CHANNEL CARD W/SOUND	SALLY PORT
ENCODER/ DUAL CHNL	749106	39401758-1	E	CUST	NO	09/30/2016	00-90-AA-06-612B-2	172.25.1.131	2 CHANNEL CARD W/SOUND	INTOXIMETER AUDIO
ENCODER/ DUAL CHNL	749106	39401758-2	E	CUST	NO	09/30/2016	00-90-AA-06-6240-1	172.25.1.130	2 CHANNEL CARD W/SOUND	INTERVIEW ROOM 5
ENCODER/ DUAL CHNL	749106	39401831-1	E	CUST	NO	09/30/2016	00-90-AA-06-6240-2	172.25.1.121	2 CHANNEL CARD W/SOUND	BOOKING AREA 5
ENCODER/ DUAL CHNL	749106	39401831-2	E	CUST	NO	09/30/2016	00-90-AA-06-6189-1	172.25.1.120	2 CHANNEL CARD W/SOUND	ENTRANCE CONVERSION
ENCODER/ DUAL CHNL	749106	39401986-1	E	CUST	NO	09/30/2016	00-90-AA-06-6189-2	172.25.1.144	2 CHANNEL CARD W/SOUND	INTERVIEW RM 1 ARBITRATOR
ENCODER/ DUAL CHNL	749106	39401986-2	E	CUST	NO	09/30/2016	00-90-AA-06-60AE-1	172.25.1.121	2 CHANNEL CARD W/SOUND	INTERVIEW RM 2 ARBITRATOR
ENCODER/ DUAL CHNL	749106	39401998-1	E	CUST	NO	09/30/2016	00-90-AA-06-60AE-2	172.25.1.136	2 CHANNEL CARD W/SOUND	MUNICIPAL COURT
ENCODER/ DUAL CHNL	749106	39401998-2	E	CUST	NO	09/30/2016	00-90-AA-06-6081-1		2 CHANNEL CARD W/SOUND	JUDGES HALL CONVERSION
ENCODER/ DUAL CHNL	749106	39401995-1	E	CUST	NO	09/30/2016	00-90-AA-06-6081-2		2 CHANNEL CARD W/SOUND	OPEN





MOTOROLA SOLUTIONS  
 Full-Service  
**BAYCOM**  
 For Comcast, Verizon, Cox, Spectrum, AT&T, Dish Network, DirecTV, and more.  
 Madison, WI | Maple Grove, WI | Portage, WI

DESCRIPTION	MODEL#	SERIAL #	TYPE	SVC LOC	24/7	FACTORY WARRANTY	MAC ID	IP ADDRESS	NOTES	LOCATION
ENCODER/ DUAL CHNL	749106	39401995-2	E	CUST	NO	09/30/2016	0090AA06A01EE-1	172.25.1.110	2 CHANNEL CARD W/SOUND	OPEN
ENCODER/ DUAL CHNL	749106	39403651-1	E	CUST	NO	09/30/2016	0090AA06A01EE-2	172.25.1.109	2 CHANNEL CARD W/SOUND	CONFERENCE ROOM 167
ENCODER/ DUAL CHNL	749106	39403651-2	E	CUST	NO	09/30/2016	0090AA06A04F-1	172.25.1.107	2 CHANNEL CARD W/SOUND	CONFERENCE ROOM 165
ENCODER/ DUAL CHNL	749106	39408670-1	E	CUST	NO	09/30/2016	0090AA06A04F-2	172.25.1.107	2 CHANNEL CARD W/SOUND	SOUTH EMPLOYEE ENTRANCE
ENCODER/ DUAL CHNL	749106	39403670-2	E	CUST	NO	09/30/2016	0090AA06A0 14-1	172.25.1.133	2 CHANNEL CARD W/SOUND	OPEN
ENCODER/ DUAL CHNL	749106	39403687-2	E	CUST	NO	09/30/2016	0090AA06A0 14-2	172.25.1.101	2 CHANNEL CARD W/SOUND	GUN RANGE
ENCODER/ DUAL CHNL	749106	39403687-1	E	CUST	NO	09/30/2016	0090AA06A035-1	172.25.1.111	2 CHANNEL CARD W/SOUND	PATROL TO BOOKING ROOM
ENCODER/ DUAL CHNL	749106	39403687-2	E	CUST	NO	09/30/2016	0090AA06A035-2	172.25.1.112	2 CHANNEL CARD W/SOUND	GARAGE DOOR 1
ENCODER/ DUAL CHNL	749106	39403691-1	E	CUST	NO	09/30/2016	0090AA06A03E-1	172.25.1.125	2 CHANNEL CARD W/SOUND	GARAGE DOOR 2
ENCODER/ DUAL CHNL	749106	39403691-2	E	CUST	NO	09/30/2016	0090AA06A03E-2	172.25.1.115	2 CHANNEL CARD W/SOUND	BOOKING AREA 3
ENCODER/ DUAL CHNL	749106	39403762-1	E	CUST	NO	09/30/2016	0090AA06A03E-1	172.25.1.117	2 CHANNEL CARD W/SOUND	BOOKING AREA 4
ENCODER/ DUAL CHNL	749106	39403762-2	E	CUST	NO	09/30/2016	0090AA06A03E-2	172.25.1.148	2 CHANNEL CARD W/SOUND	BOOKING AREA 1
ENCODER/ DUAL CHNL	749106	39403775 1	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	BOOKING AREA 2
ENCODER/ DUAL CHNL	749106	39403775-2	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39404891 1	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39404891 2	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39405090-1	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39405090-2	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39405091 1	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39405091-2	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39405094-1	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
ENCODER/ DUAL CHNL	749106	39405094-2	E	CUST	NO	09/30/2016			2 CHANNEL CARD W/SOUND	
BXS20 HD IR PTZ	610570	3100E85FA00064	E	CUST	NO	6/27/2020				KAYLAS PARK
BXS20 HD IR PTZ	610570	3F03C1EA000011	E	CUST	NO	6/27/2020	0090AA067B09	172.25.1.155		KAYLAS PARK
BXS420 HD IR PTZ	610460	310211BFA000672	E	CUST	NO	5/1/2020	0090AA067B6D	172.25.1.141		GARAGE DOOR 1
ULTRA 2K PTZ	512145	4-904861	E	CUST	NO					EXT NR CORNER
OUTDR FPD-VANDAL	769440	40002980	E	CUST	NO	01/22/2017				OUTSIDE GARAGE DOOR 2
FPD ANALOG CAMERA	MCDP34D	CH02130700157	E	CUST	NO	09/30/2016	N/A	172.25.1.118	ANALOG, VANDAL PROOF	BOOKING HALL 2
FPD ANALOG CAMERA	MCDP34D	CH02130700158	E	CUST	NO	09/30/2016	N/A	172.25.1.106	ANALOG, VANDAL PROOF	INTERVIEW ROOM 6
FPD ANALOG CAMERA	MCDP34D	CH02130700159	E	CUST	NO	09/30/2016	N/A	172.25.1.110	ANALOG, VANDAL PROOF	INTERVIEW ROOM 3
FPD ANALOG CAMERA	MCDP34D	CH02130700160	E	CUST	NO	09/30/2016	N/A	172.25.1.147	ANALOG, VANDAL PROOF	CONFERENCE ROOM 167
FPD ANALOG CAMERA	MCDP34D	CH02130700161	E	CUST	NO	09/30/2016	N/A	172.25.1.129	ANALOG, VANDAL PROOF	INTERVIEW ROOM 4
FPD ANALOG CAMERA	MCDP34D	CH02130700162	E	CUST	NO	09/30/2016	N/A	172.25.1.109	ANALOG, VANDAL PROOF	HALLWAY BY CELL 1&2
FPD ANALOG CAMERA	MCDP34D	CH02130700163	E	CUST	NO	09/30/2016	N/A	172.25.1.146	ANALOG, VANDAL PROOF	BOOKING HALL 1
FPD ANALOG CAMERA	MCDP34D	CH02130700164	E	CUST	NO	09/30/2016	N/A	172.25.1.134	ANALOG, VANDAL PROOF	CONFERENCE ROOM 165
FPD ANALOG CAMERA	MCDP34D	CH02130700166	E	CUST	NO	09/30/2016	N/A	172.25.1.138	ANALOG, VANDAL PROOF	INTERVIEW ROOM 2
BX CAMERA FIXED	511734	K314201255	E	CUST	NO	09/30/2016		172.25.1.139		COURT ROOM-JUDGE
BX CAMERA FIXED	511734	K314201257	E	CUST	NO	09/30/2016		172.25.1.140		EVIDENCE STORAGE
BX CAMERA FIXED	511734	K314201258	E	CUST	NO	09/30/2016		172.25.1.135		EVIDENCE GUN/DRUGS DOOR
BX CAMERA FIXED	511734	K314201259	E	CUST	NO	09/30/2016		172.25.1.133		EMPLOYEE ENTRANCE NORTH
BX CAMERA FIXED	511734	K314201260	E	CUST	NO	09/30/2016		172.25.1.136		GUN RANGER DOOR
BX CAMERA FIXED	511734	K314201261	E	CUST	NO	09/30/2016		172.25.148		JUDGES HALLWAY
BX CAMERA FIXED	511734	K314201262	E	CUST	NO	09/30/2016	N/A	N/A		LOBBY
MINI OUTDR FPD-VANDAL	P2M-11LL		E	CUST	NO	09/30/2017	0090AA069C3F	172.25.1.130	13 PRESSURIZED MICS	INSIDE SALLY PORT
MISC			E	CUST	NO	01/22/2017				PWR SUPPLIES, ADAPTERS, SPLITTERS, HDMI CABLES, COAXIAL CABLES, AND DVI CABLES
ANALOG FIXED DOME CAMERA	WV-CF354	PTV06873	E	CUST	NO					
ANALOG FIXED DOME CAMERA	WV-CF354	PTV06874	E	CUST	NO					




Four Crossing, WI | Green Bay, WI | La Crosse, WI  
 Madison, WI | Maple Grove, MN | Potosi, WI

CERTIFIED SERVICE CENTER

DESCRIPTION	MODEL #	SERIAL #	TYPE	SVC.LOC	24/7	FACTORY WARRANTY	MAC ID	IP ADDRESS	NOTES	LOCATION
AP7131 80211N ACCESS POINT	AP-7131-6000-WR	8232520900847								
OUTDOOR VANDAL RESISTANT VARI-VESTA 4	MCDF34D	CH02130800984	E	CUST	YES					DISPATCH
OP 4			E	CUST	YES				IRR/AURORA LITE	DISPATCH
OP 3			E	CUST	YES				IRR/AURORA LITE	DISPATCH
OP 2			E	CUST	YES				IRR/AURORA LITE	DISPATCH
OP 1			E	CUST	YES				IRR/AURORA LITE	DISPATCH
COMMAND POST			E	CUST	YES				IRR/AURORA LITE	
ARBITRATOR	AG-CPD20P	A1A00667	D	CUST	NO					
ARBITRATOR	AG-CPD20P	B07A40026	D	CUST	NO					
ARBITRATOR	AG-CPD20P	B07A40033	D	CUST	NO					
ARBITRATOR	AG-CPD20P	B07A40065	D	CUST	NO					
ARBITRATOR	AG-CPD20P	C07A40006	D	CUST	NO					
ARBITRATOR	AG-CPD20P	C07A40010	D	CUST	NO					
ARBITRATOR	AG-CPD20P	C07A40073	D	CUST	NO					
ARBITRATOR	AG-CPD20P	C07A40164	D	CUST	NO					
ARBITRATOR	AG-CPD20P	C07A40801	D	CUST	NO					
ARBITRATOR	AG-CPD20P	C07A40325	D	CUST	NO					
ARBITRATOR	AG-CPD20P	E07A40016	D	CUST	NO					
ARBITRATOR	AG-CPD20P	F07A40124	D	CUST	NO					
ARBITRATOR	AG-CPD20P	KFA00255	D	CUST	NO					
ARBITRATOR	AG-CPD20P	KFA00275	D	CUST	NO					
ARBITRATOR	AG-CPD20P	KFA00325	D	CUST	NO					
ARBITRATOR	AG-CPD20P	KJAO1122	D	CUST	NO					
ARBITRATOR	AG-CPD20P	L97A40061	D	CUST	NO					
ARBITRATOR	ARB-WI-VR30	MA01014	D	CUST	NO					
ARBITRATOR	ARB-WI-VR30	MA01118	D	CUST	NO					
ARBITRATOR	ARB-WI-VR30	MA00359	D	CUST	NO					
ARBITRATOR	ARB-WI-VR30	NAA00661	D	CUST	NO				25 ARBITR UNITS (Panasonic Support Only)	
ARBITRATOR SOFTWARE LICENSING & SUPPORT			D	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417486172	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417486752	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417487167	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417437168	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417437171	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417437195	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417370262	E	CUST	NO					
S2 NETWORK ENCLOSURE	S2-NK-E2R-WM	49333	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417370312	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371024	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371026	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371027	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371031	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371033	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371269	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371324	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	0417371787	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	1418	E	CUST	NO					



DESCRIPTION	MODEL #	SERIAL #	TYPE	SVC LOC	24/7	FACTORY WARRANTY	MAG ID	IP ADDRESS	NOTES	LOCATION
S2 NETBOX SYSTEM CONTROLLER	S2-NB16-E2R-WM	10993	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION	S2-ACM	3403	E	CUST	NO					
S2 ACCESS CONTROL APPLICATION			E	CUST	NO					
S2 ACCESS CONTROL APPLICATION			E	CUST	NO					
S2 ACCESS CONTROL APPLICATION			E	CUST	NO					
S2 NETWORK ENCLOSURE	S2-NN-E2R-WM	45710	E	CUST	NO					
S2 SOFTWARE SUPPORT			E	CUST	NO					
MOBILE 4CAMF634750-25-25-16-08	75-0302-5544-4	EBT24189P575898	E	CUST	NO					
MOBILE 4CAMF634750-25-25-16-08	75-0302-5544-4	EBT24189P575899	E	CUST	NO					
3M MOB P634 810NM 25MM CAMERA	75-0302-0514-2	PBC09P56460016	E	CUST	NO				2021 SA TOTAL \$	65,422.00

E911	\$	19,500.00
RADIO	\$	18,500.00
CAMERA AND WIRELESS NETWORK	\$	9,600.00
25 ARBITRATOR UNITS	\$	4,872.00
ACCESS CONTROL	\$	7,950.00
ALPR	\$	5,200.00

**Arbitrator Notes:**  
 This maintenance package includes unlimited helpdesk support and visit, travel time or labor to install upgrades or updates. The charge for your organization's annual maintenance is based on the total number of VPDs in use. The annual charge will be adjusted based on additional units purchased during the previous agreement term.

**Video 4 Notes:**  
 This contract includes subcontracted 2nd echelon support from Motorola. Includes Vista E911 software updates.

**Radio Notes:**  
 Includes parts and labor for fix and repair under normal conditions. Includes annual Preventive Maintenance/PC check on infrastructure. Includes replacement antenna and belt clips on subscriber units that are sent in for repair. Excludes Portable accessories and base equipment.

**Camera/Wireless Network Notes:**  
 The Manufacturer's Warranty does not provide on-site support. This Service Agreement provides on-site 1st echelon support services from BAYCOM to complement the Manufacturer's Warranty to provide complete support. BAYCOM will work in conjunction with the manufacturer in the event of a failure to provide on-site troubleshooting, shipping of defective equipment to the manufacturer, returning of defective equipment to the manufacturer, reinstallation of repaired or replacement equipment from the manufacturer and recalibration if required. BAYCOM warrants parts and labor for all items included in "Misc." above to be free from defects for one year. Includes on-site annual Preventive Maintenance check and calibration. Excludes failures due to lightning, physical, or chemical damage. Includes normal wear and tear of cabling and connectors. Includes annual Wireless Network system health check. Customer to provide lift truck whenever needed.

**Access Control Notes:**  
 Includes parts and labor for fix and repair under normal conditions. Includes manufacturer software support and system updates.

**ALPR Notes:**  
 Includes parts and labor for fix and repair under normal conditions. Includes manufacturer maintenance package.

Your signature is an acceptance of Baycom's Terms & Conditions ([www.baycominc.com/service-terms](http://www.baycominc.com/service-terms))

Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Customer Signature

Baycom Representative



Fort Collins, CO | Green Bay, WI | La Crosse, WI  
 Madison, WI | Maple Grove, MN | Peewaukee, WI | Portage, WI


<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">1/05/2021</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization to Participate in the Coronavirus Emergency Supplemental Funds – Municipal Law Enforcement Agencies Population of 20,000 - 49,999 Grant</b></p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.3.</p>

Attached is the announcement from the Wisconsin Department of Justice regarding the Coronavirus Emergency Supplemental Funds – Municipal Law Enforcement Agencies Population of 20,000 – 49,999 Grant. Based on the population of Franklin, the Police Department would receive \$30,000 for the purchase of coronavirus related items to assist in keeping the Police Department operational and the employees safe during the coronavirus pandemic.

**COUNCIL ACTION REQUESTED**

Motion to approve participation in the Coronavirus Emergency Supplemental Fund – Municipal Law Enforcement Population of 20,000 – 49,999 Grant and authorize execution of the Agreement, Terms and Certification.

CAPTAIN OF POLICE – Captain Goens



State of Wisconsin  
Department of Justice  
17 W Main St.  
P O Box 7070  
Madison, WI 53707-7070

Josh Kaul  
*Attorney General*

Criminal Justice

**Coronavirus Emergency Supplemental  
Funds – Municipal Law Enforcement  
Agencies Population of 20,000 - 49,999  
(2020)**

**Grant Announcement**

**Applications must be submitted through  
Egrants on or before November 17, 2020 11:59 pm**



**STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE**

**Important Contact Information for this Grant Opportunity:**

Program/Policy	Shannon Ladwig (608) 977-1491 <a href="mailto:ladwigs@doj.state.wi.us">ladwigs@doj.state.wi.us</a>
Budget/Fiscal	April Little (608) 267-1314 <a href="mailto:littleaw@doj.state.wi.us">littleaw@doj.state.wi.us</a>
Forms/Signatures	Donna Hahn (608) 267-1304 <a href="mailto:hahndg@doj.state.wi.us">hahndg@doj.state.wi.us</a>
Egrants Assistance	Weekdays, 8am – 4 30pm Email <a href="mailto:Egrants@doj.state.wi.us">Egrants@doj.state.wi.us</a> Local calls (608) 267-9068 Toll free (888) 894-6607

The Egrants Application Guide has step-by-step instructions for accessing and using the Egrants online system. The guide is posted [on the Egrants page of our website](#)

Online Help is available throughout the Egrants application process. Once you have started an application, look for the HELP button in the top right corner of the screen. Page-specific instructions can be found there.

## **Grant Announcement Summary**

**Program Area:** Criminal Justice

**Grant Title:** Coronavirus Emergency Supplemental Funds – Municipal Law Enforcement Agencies Population of 20,000 – 49,999 (2020)

**Description:** The FY20 Coronavirus Emergency Supplemental Funding (CESF) Program provides funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. Through this announcement, DOJ will award funds for municipal law enforcement agencies based on the eligibility criteria below, and the requirements noted throughout this announcement. This announcement represents the first phase of the state's FY20 Coronavirus Emergency Supplemental Funding Allocation Plan and is targeted specifically to law enforcement operations at the local municipal level.

This opportunity will focus on funding for municipal law enforcement agencies to purchase items such as decontamination equipment, Personal Protective Equipment (PPE), hardware/software to allow remote work options, and medical testing for law enforcement officers to address safety measures for officers and the general public.

**Opportunity Category:** Non-Competitive

**Important Dates:**

Application Due Date: November 17, 2020

Project Start Date: December 1, 2020

Project End Date: November 30, 2021

**Anticipated Funding Amount:** Through this initiative, a total of \$640,000 is available to support grants designed to address the current and future impacts of the COVID-19 pandemic on Wisconsin's municipal law enforcement agencies.

**Match/Cost Sharing Requirement:** There is no match required under this program.

**Eligibility:** Eligible applicants include Wisconsin's municipal law enforcement agencies based on the criteria detailed below:

- Municipal law enforcement agencies that did not receive a direct award from BJA under the FY20 CESF program, and,
- Allocations will be based on municipality population (see Appendix A to confirm population before applying)
  - Population base 40,000 – 49,999 are eligible up to \$40,000
  - Population base 30,000 – 39,999 are eligible up to \$30,000
  - Population base 20,000 – 29,999 are eligible up to \$20,000



**Eligible Expenses:**

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus

**Funding may be used for equipment, supplies/operating expenses, and consultants/contractual expenses.**

**Funding may not be used for personnel, benefits, or overtime expenses.**

**All expenses must be new and cannot replace existing or budgeted state or local government funding.**

**DUNS Number:** The federal government now requires a DUNS number as part of the grant application to keep track of how federal grant money is awarded and disbursed. If your organization needs to obtain a DUNS number, go to <http://fedgov.dnb.com/webform>. You can also search this site if you cannot find your agency's number. Under normal circumstances, a new account can be created in 24-72 hours. The federal government has published DUNS Frequently Asked Questions at <http://fedgov.dnb.com/webform/displayFAQPage.do>. Check with your agency's financial office before registering for a DUNS number - it is likely your agency already has one. **DOJ cannot award grant funds until an active DUNS number is provided.**

**System for Award Management (SAM) Registration:** All applicants must be registered on the SAM (formerly Central Contractor Registration/CCR) database. This is the repository for standard information about federal financial assistance applicants, recipients, and sub recipients. If you had an active CCR, you have an active record in SAM. Applicants must update or renew their SAM registration on a yearly basis. Information to update your entity records can be accessed at <https://sam.gov/SAM/>. **DOJ cannot award funds until an agency has an active registration in SAM and is eligible to receive federal funds.**

All expenses must be new and cannot replace existing state or local government funding. Substitution of existing funds with federal grants (supplanting) will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, repayment of monies provided under a grant, and civil and/or criminal penalties.

## **Coronavirus Emergency Supplemental Funds – Municipal Law Enforcement Agencies Population of 20,000 – 49,999 (2020)**

The Wisconsin Department of Justice (DOJ) through its Bureau of Justice Programs provides financial and technical assistance to public safety and criminal justice agencies throughout the state. As the state administering agency (SAA) for state and federal juvenile and criminal justice programs, DOJ is responsible for establishing funding priorities, developing application criteria, awarding and disseminating grants, and assessing project achievements. This grant announcement provides information about a specific grant opportunity and instructions to help those eligible apply for a share of the available funds.

### **Program Description and Background**

The FY20 Coronavirus Emergency Supplemental Funding (CESF) Program provides funding to assist eligible local law enforcement agencies in preventing, preparing for, and responding to the coronavirus. To best implement these one-time funds and achieve the greatest impact on our state and local criminal justice systems, the State of Wisconsin, and WI DOJ as the SAA, has made a system-wide, collaborative approach to grant funding and strategic planning a priority. In line with this approach, WI DOJ developed a State Coronavirus Emergency Supplemental Funding Program Advisory Group to assist in planning for these one-time funds. This group includes a multi-disciplinary membership that includes partners from across the criminal justice system, including police, sheriffs, public defenders, district attorneys, the judiciary, corrections, emergency management, victim services, and health services. This State CESF Program Advisory Group provided input into the overall funding plan for this one-time award, in an effort to maximize the statewide impact of these funds across the criminal justice system.

WI DOJ seeks to take a two-phase approach for administering these funds. The first phase will address current response efforts and immediate critical needs and resources of the major parts of the criminal justice system to ensure safety, coronavirus prevention, preparation, and/or response efforts and continued operations. A second, future phase will include longer term preparation and planning to address the potential additional waves of the virus in the future, as well as future collateral consequences of the quarantine on the system over the two-year grant period.

WI DOJ seeks to create subaward opportunities that will spend the grant funds in a way that will work to meet the following criteria:

- Address all disciplines within the criminal justice system,
- Create grant opportunities that meet needs short-term and later in the grant cycle,
- Address physical safety as well as mental health and wellness of officers, victims, and the public, and
- Collaborate within counties/regions and with other state agencies to maximize funding.

### **Program Priorities**

As noted above, recommendations from the CESF Advisory Group have been further refined for this grant announcement, which represents a portion of the first phase of this approach and is tailored specifically to municipal law enforcement agencies.

Funds are available under three main budget categories. **Equipment, Supplies/Operating, Consultants/Contractual Expenses** Under these categories, allowable expenses may include, but are not limited to the following

- Software and hardware to enable work from home,
- Items necessary to provide safe operations such as Personal Protective Equipment (PPE), sanitation supplies, air purifiers, glass shields,
- Decontamination equipment such as UV robots,
- Contractual cleaning services for law enforcement vehicles or work sites,
- Medical expenses related to testing staff for the coronavirus, and
- Items to modify workspaces for safety and social distancing in order to continue work that supports the municipal law enforcement agencies

### **Award Information**

Project funding will be provided from the federal Coronavirus Emergency Supplemental Funding program Up to 25 grants totaling approximately \$640,000 will be awarded to local municipalities in Wisconsin to address the current and future impacts of the COVID-19 pandemic on Wisconsin's municipal law enforcement agencies Grant expenditures will be reimbursed when spending is documented and submitted to DOJ There is no match required

Upon application approval, the applicant agency's project director will receive signed grant award documents in approximately 30 days

### **Submit Applications Using Egrants**

Applications must be submitted through the Egrants online grants management system If you have never used Egrants before, you will need to register for access to the system To register online, go to [http / register wisconsin gov/AccountManagement/](http://register.wisconsin.gov/AccountManagement/) and complete the 'self registration' process On the account registration site, you will have a choice between the DOJ Egrants and WEM EGrants Please take care to select **DOJ Egrants** during this process

Authorization to access Egrants can take several days depending on registration activity The DOJ help desk is open Monday-Friday 8am-4 30pm if you need assistance (Please note If you register outside of these hours, access may not be approved until the next business day ) Once your Egrants access has been approved, you may begin your online grant application

An Egrants System User Guide is posted on the [DOJ website](#) If you have any problems using Egrants, please contact our help desk at [Egrants@doj.state.wi.us](mailto:Egrants@doj.state.wi.us) or call us at (608) 267-9068 or toll free at (888) 894-6607 during business hours

### **Application Components**

Through Egrants, you will provide DOJ with detailed information about your project that will be used to make a funding decision Questions on what is expected in each section can be directed to Shannon Ladwig at (608) 977-1491 or at [ladwigs@doj.state.wi.us](mailto:ladwigs@doj.state.wi.us)

**Please note: Attachments should only be included in this grant application where specifically requested in section instructions.**

## 1. Main Summary

This page asks for information about your agency and the individuals responsible for the application and grant award. There are many required fields on this page so if you encounter problems, please check online help by clicking the floating HELP button.

Please note: When identifying individuals involved in this grant, each responsible individual in this grant must be a different person.

The financial officer is the individual responsible for financial activities in your organization. The project director will oversee project operations. The signing official is the highest elected official in municipality/government entity/organization. (For example, in a City it is the Mayor, for Counties it is the County Executive or County Board Chair, Nonprofits it is the Executive Director.)

In the "Brief Project Description" text box, please describe your project in 150 words or less. A suggested format is included for your convenience.

"Funds will be used by the (your agency name and others involved in the project) to (describe what funds will be used for and who will be involved). The (what - equipment, training, project, pilot, etc.) will (describe the specific goals you hope to achieve – how will the project or equipment improve safety in Wisconsin?) [If appropriate, add which area(s) of the state will benefit.]"

Responses to this section will be used on the DOJ website, cited in DOJ reports and could be mentioned in press releases. Plain language that clearly describes the intent of the project is most effective.

## 2. Approval Checklist

Answer Yes or No to each question.

## 3. Performance Measures

Please open this section and change the page status to Complete, then SAVE the page. Performance Measures will be identified and collected during post-award reporting rather than through this funding application process.

Please note: New performance measures specific to the CESF program may be developed by the federal Bureau of Justice Assistance (BJA). Applicants selected for grant awards may be required to report on these new measures on a quarterly basis in the web-based Performance Measurement Tool (PMT) developed by BJA.

## 4. Budget Detail

Please round up using whole dollar amounts when entering your budget. Complete a project budget using the following categories. For each category used, enter a justification that describes how the items in that category will be used during the course of the grant period. It is important that you include specific details for each budget line item, including cost calculations.

Equipment: Tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Supplies and Operating Expenses Includes consumables such as paper, stationery, postage, software and equipment with an acquisition cost of less than \$5,000 per unit Also includes operating expenses such as rent and utilities Show computations for all items For example, Rent \$150/mo x 12 months = \$1,800

Consultants/Contractual Provide costs associated with individuals or entities providing services through a contractual arrangement With the exception of a few justified sole source situations, contracts should be awarded via competitive processes Attach detailed information to support the total cost of each contract For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project Consultant fees in excess of \$650 per 8 hour day require additional justification (contact DOJ) List all expenses to be paid from the grant to the individual consultant in addition to their fees (e g , travel, lodging, meals, etc ) Show the basis of computation for each service requested Within 30 days of grant award date, a signed contract must be received by DOJ No fund reimbursements will be made prior to receipt of the contract

#### **5. Budget Narrative**

The budget should display a clear link to the overall program or project and the proposed budgeted items The budget narrative should explain how the costs are necessary for the completion of the proposed project

#### **6. Project Narrative**

Describe your project in detail, including what objectives would be accomplished Include any appropriate statistics, if applicable Describe how your department will use or otherwise put in place this project in the prevention of, preparation for, and response to the coronavirus

#### **7. Agency Profile**

Briefly describe your agency in terms of population served, number of full-time/part-time sworn officers, whether there is normally 24 7 coverage, any other relevant details

#### **8 Problem Description**

Describe the problem or issue your agency is encountering during the coronavirus response, explain how this grant funding will solve or diminish identified problems

#### **Application Review and Award Criteria**

All applications must be submitted on or before 11 59 pm on the deadline and will be screened for completeness and compliance with the instructions provided in this announcement All compliant applications will be subjected to peer review by a panel of criminal justice professionals

#### **Post-Award Special Conditions/Reporting Requirements**

If you are awarded funds under this announcement, you will be required to provide regular progress reports The schedule for your reports will be included in your grant award materials At that time, please review all your grant award special conditions and Egrants reporting requirements In addition to any special conditions described in your award documents and reporting requirements contained in Egrants, you will need to provide the following

- 1 ) Grant recipients are also advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award
- 2 ) The Wisconsin Department of Justice reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to the Department of Justice such as background check fees, etc
- 3 ) All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law
- 4 ) Please be advised that a hold may be placed on any application or grant payment if it is deemed that an agency is not in good standing on other Wisconsin Department of Justice (DOJ) grants, has other grants compliance issues that would make the applicant agency ineligible to receive DOJ funding, and/or is not cooperating with an ongoing DOJ grant review or audit
- 5 ) A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation
- 6 ) Program Income To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award

### **Additional Resources**

Additional information about the Department of Justice, Bureau of Justice Programs and resources to assist with Egrants is available as follows

- Department of Justice Egrants webpage <https://egrants.doj.state.wi.us/egmis/login.aspx>
- A helpful [Egrants User Guide](#) is posted on the Egrants page of the DOJ website. It includes registration through grant award instructions
- The [Grants Administrative Guide](#) provides assistance with grants management and fiscal management rules, such as allowable costs and procurement
- Online Help is available in many areas of the Egrants program – watch for the Help Buttons

- Egrants Helpdesk is staffed on non-holiday weekdays between 8AM and 4 30PM
  - Email [Egrants@doj.state.wi.us](mailto:Egrants@doj.state.wi.us)
  - Local calls (608) 267-9068
  - Outside the 608 area code (888) 894-6607

## Appendix A

### Official Preliminary Estimates, 1/1/2020, Wisconsin Municipalities, with Comparison to Census 2010

Population of 40,000 – 49,999: Each municipality is eligible for \$40,000

DOA Code	FIPS 5	Muni Type	Municipality Name	County	Preliminary Estimate 2020	Census 2010	Numeric Change	Percent Change	Voting Age Estimate 2020	Voting Age Census 2010
68206	10025	C	Brookfield	Waukesha	40 044	37 920	2 124	5 60%	31 054	29 007
68261	56375	C	New Berlin	Waukesha	40 600	39 584	1 016	2 57%	32 387	31 147
41291	84675	C	Wauwatosa	Milwaukee	48 478	46 396	2 082	4 49%	38 378	36 230

Population of 30,000 – 39,999: Each municipality is eligible for \$30,000

DOA Code	FIPS 5	Muni Type	Municipality Name	County	Preliminary Estimate 2020	Census 2010	Numeric Change	Percent Change	Voting Age Estimate 2020	Voting Age Census 2010
13225	25950	C	Fitchburg	Dane	30 391	25 260	5 131	20 31%	23 265	19 074
41226	27300	C	Franklin	Milwaukee	36 514	35 451	1 063	3 00%	29 028	27 800
41236	31175	C	Greenfield	Milwaukee	36 659	36 720	- 61	- 0 17%	30 634	30 268
36251	48500	C	Manitowoc	Manitowoc	33 527	33 736	209	- 0 62%	26 441	26 244
68151	51000	V	Menomonee Falls	Waukesha	38 948	35 626	3 322	9 32%	30 406	27 434
41265	58800	C	Oak Creek	Milwaukee	36 529	34 451	2 078	6 03%	28 291	26 319
13282	78600	C	Sun Prairie	Dane	35 895	29 364	6 531	22 24%	26 255	21 186
67291	85350	C	West Bend	Washington	32 058	31 078	980	3 15%	24 469	23 398

Population of 20,000 – 29,999: Each municipality is eligible for \$20,000

DOA Code	FIPS 5	Muni Type	Municipality Name	County	Preliminary Estimate 2020	Census 2010	Numeric Change	Percent Change	Voting Age Estimate 2020	Voting Age Census 2010
52104	11950	V	Caledonia	Racine	25 131	24 705	426	1 72%	19,716	19 118
05216	19775	C	De Pere	Brown	24 595	23 800	795	3 34%	18 997	18 133
67131	28875	V	Germantown	Washington	20 686	19 749	937	4 74%	15 637	14 726
45020	30075	T	Grand Chute	Outagamie	23 227	20 919	2 308	11 03%	18 833	16 731
46255	51150	C	Mequon	Ozaukee	24 806	23 132	1 674	7 24%	19 344	17 793
13255	51575	C	Middleton	Dane	21 050	17 442	3 608	20 69%	16 680	13 633
52151	54875	V	Mount Pleasant	Racine	26 922	26 197	725	2 77%	21 689	20 818
68251	55275	C	Muskego	Waukesha	25 271	24 135	1 136	4 71%	19 188	18 076
71261	55750	C	Neenah	Winnebago	26 333	25 501	832	3 26%	20 027	19 130
30174	63300	V	Pleasant Prairie	Kenosha	22 456	19 719	2 737	13 88%	16 965	14 695
41282	75125	C	South Milwaukee	Milwaukee	20 622	21 156	- 534	2 52%	16 340	16 535
50281	77200	C	Stevens Point	Portage	26 269	26 717	- 448	- 1 68%	22 370	22 442
16281	78650	C	Superior	Douglas	26 986	27 244	- 258	0 95%	21 543	21 453
28291	83975	C	Watertown	In Multiple Counties	23 800	23 861	61	- 0 26%	17 944	17 738

Source: Wisconsin Demographic Services Center



<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>January 5, 2021</b>
<b>Reports and Recommendations</b>	<b>Authorization to Extend Contract with Maxim Healthcare Staffing Services, Inc for COVID-19 Case Follow-Up and Contact Tracing</b>	<b>ITEM NUMBER</b> <b>G.4.</b>

**Background:** Since March 2020, Franklin Health Department (FHD) has devoted nearly all of its staff time to conduct surveillance, follow-up, and contact tracing for cases of COVID-19 in the Franklin community. In July we signed a contract with Maxim Healthcare Staffing Services to provide temporary staff to serve as Contact Tracers. These staff members were paid with CARES Act funds. Current CARES Act funds expire on December 31, 2020.

As our internal FHD staff begin the transition to COVID-19 vaccination responsibilities, we must still continue contact tracing for cases of COVID-19 as a reportable illness under Wisconsin Chapter 252. The ability to conduct both vaccination services as well as contact tracing services is dependent on the ability to maintain our current temporary staff to continue their work on surveillance and follow-up of COVID-19 cases in Franklin. FHD has received federal grant dollars from the ELC Enhancing Detection Local Allocations program in the amount of \$216,700 to provide contact tracing services from January 1, 2020 through June 30, 2020.

**Analysis:** The typical investigative time for a newly diagnosed case of COVID-19 is approximately 1-2 hours and we receive on average 15-20 new COVID-19 cases per day. The continuation of temporary staff dedicated solely to COVID-19 response will allow FHD staff to prepare for COVID-19 vaccination clinics as well as perform other public health responsibilities within the community (i.e. inspections, other communicable disease follow-up, car seat installations, childhood lead follow-up, animal bites, human health hazards, etc.).

- Options:**
1. Allow the extension of the contract with Maxim Healthcare Staffing Services, Inc. for contact tracing services through June 30, 2021.
  2. Deny the request for authorization of the new contract.
  3. Table the request for a later time.

**Recommendation:** The Director of Health and Human Services recommends the authorization to extend a contract with Maxim Healthcare Staffing Solutions, Inc to continue to provide COVID-19 contact tracing services in 2021.

**Fiscal Note:** All equipment and wages for the individuals hired through Maxim Healthcare Staffing Services, Inc will be paid through ELC and other existing FHD grant funding and will not impact the City of Franklin budget.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services recommends authorization the extension of the contract with Maxim Healthcare Staffing Solutions, Inc to provide COVID-19 contact tracing services.

Health Department: CD



## TRACER MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with the Riders hereto, this "Agreement") is entered into this 14th day of December 2020 ("Effective Date"), by and between Franklin Health Department, with offices located at 9229 W Loomis Road, Franklin WI 53132 ("CLIENT"), and **Maxim Healthcare Staffing Services, Inc.**, with offices located at 7221 Lee DeForest Drive, Columbia, MD 21046, ("MAXIM") CLIENT and MAXIM are sometimes referred to collectively herein as the "Parties" and individually as a "Party"

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree to the following terms and conditions of this Agreement and the attached Rider(s) CLIENT and MAXIM agree that any Rider(s) attached hereto are incorporated herein by reference and form a part of this Agreement If there is any conflict between this Agreement and any Rider(s), the terms of the Rider(s) will govern

### ARTICLE 1. TERM OF AGREEMENT

**1.1 Term.** This Agreement shall be in effect as of July 1<sup>st</sup>, 2020

**1.2 Termination of the Agreement.** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other Party Either Party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other Party by providing written notice to other Party, however, the notice must describe in reasonable detail the nature of the alleged breach and provide for a cure period of at least five (5) days Any termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination Termination of the Agreement will also serve to terminate any applicable Riders

**1.3 Termination of Riders.** Either party may terminate any Rider(s) attached hereto at any time without cause by providing the other party with thirty (30) days' advanced written notice

### ARTICLE 2. RESPONSIBILITIES MAXIM

**2.1 Services.** MAXIM will, upon request by CLIENT, provide one or more licensed or unlicensed healthcare providers (collectively, "Personnel") as specified by CLIENT to provide off-site, remote healthcare Tracer services to CLIENT, subject to availability of qualified Personnel, to perform duties as stated herein and as more fully defined in the attached "Rider(s)"

**2.2 Personnel.** All Personnel provided by MAXIM shall be employees or contractors of MAXIM, and not of CLIENT MAXIM'S duty to supply Personnel on request of CLIENT is subject to the availability of qualified MAXIM Personnel Subject to the availability of Personnel, to the extent that MAXIM is unable to provide the type of healthcare provider requested by CLIENT, MAXIM will provide CLIENT with a higher skilled healthcare provider MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate All Personnel must possess current state license/registration and/or certification as required for the position being recruited, possess a preferred one year of professional experience, and complete standard OSHA and HIPPA training from MAXIM

**2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the Personnel it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions of Personnel occurring in connection with the provision of Services under this Agreement MAXIM will provide a certificate of insurance evidencing such coverage upon request by CLIENT MAXIM further agrees to maintain, or to cause any subcontractor to maintain, any statutorily required worker's compensation insurance for all of its Personnel providing Services under this Agreement

**2.4 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance

**2.5 Use of Independent Contractors and Subcontractors.** Personnel provided to CLIENT are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may assign this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. In the interest of providing outreach and engagement services and assessment review, MAXIM may assign those portions of this Agreement, in whole or in part to a third party provider, which will be required to adhere to the terms of this Agreement.

### **ARTICLE 3. RESPONSIBILITIES OF CLIENT**

**3.1 Responsibility for Tracer(s).** CLIENT retains full authority and responsibility for directing the Tracer and/or Remote Service(s), as applicable. Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and any other applicable federal or state law and guidelines, Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 17, and compliance with Section 19 and Section, including that those Sections shall comply with this Section's referenced laws. Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by CLIENT and MAXIM. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT 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.

**3.2 Insurance.** CLIENT will maintain at its sole expense valid policies of general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. CLIENT will give MAXIM prompt written notice of any material change in CLIENT coverage.

**3.3 Work Environment.** If Service(s) are provided on-site, CLIENT will provide a clean and properly maintained workspace for MAXIM that will enable MAXIM to safely provide Services. CLIENT will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by CLIENT. MAXIM will assume no responsibility or liability for crowd control and security at Tracer(s).

**3.4 Supplies.** CLIENT shall furnish MAXIM Personnel all tools, office supplies, equipment, supplies, software/hardware, and materials, including, without limitation electronic/mobile devices, which will be needed by MAXIM Personnel to perform their job duties ("Supplies"). These items are the property of the CLIENT and the use of these items are for work-related activity only and must conform to CLIENT and state policies and procedures. This does not include vehicle or any mode of transportation to and from job site. CLIENT shall provide a cellular phone. The use of a cellular phone is for work related activity only, for those jobs that require them in performing their job duties. CLIENT will provide these devices items at no cost to MAXIM or MAXIM Personnel. The cost for use of these any electronic/mobile devices for any purpose other than CLIENT business shall be billed to MAXIM for reimbursement. MAXIM Personnel shall be responsible for the safekeeping of these devices and shall pay for any damage or loss. CLIENT agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement.

**3.5 Pending Credentialing Waiver(s).** If CLIENT accepts MAXIM Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the credentialing result(s), or inability to perform

credentialing, under this Agreement Acceptance of MAXIM Personnel for work assignment(s) constitutes Acceptance

**3.6 Guarantee.** CLIENT and MAXIM hereby agree that the FACILITY shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignment shift CLIENT acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training, and employing Personnel to provide Services to FACILITY, as well as recruiting challenges for identifying Personnel willing and able to work for less than above minimum shift requirement(s)

**3.7 Staff Order Cancellation.** If CLIENT cancels greater than fifty percent (50%) of an entire order less than seventy-two (72) hours prior to the start of a shift, MAXIM will bill CLIENT for one entire shift of hours scheduled at the established fee for each scheduled Personnel MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time

**3.8 Right to Dismiss.** CLIENT may request the dismissal of any MAXIM Personnel for any reason CLIENT agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal CLIENT shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal

**3.9 Orientation.** CLIENT will promptly provide MAXIM Personnel with an adequate and timely orientation to the FACILITY and CLIENT 's premises CLIENT shall review instructions regarding confidentiality and orient MAXIM Personnel to any Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for blood-borne pathogens, as well as any of CLIENT's specific policies and procedures provided to MAXIM for such purpose

**3.10 Incident Reports.** CLIENT shall report to MAXIM any unexpected incident known to involve any Maxim Personnel (such as Personnel errors or other unanticipated event or injuries known or suspected to be attributable to Maxim Personnel, and any safety hazards known to be caused by or the result of Services provided by Personnel) if the incident may have an adverse impact on the CLIENT and/or MAXIM, in order to comply with MAXIM's incident tracking program Incident Reports are not required for routine Services being performed by Maxim Personnel Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

**4.1 Non-discrimination.** Neither MAXIM nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by applicable law

#### **ARTICLE 5. COMPENSATION**

**5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Rider(s) to this Agreement MAXIM will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week Invoices shall be submitted to the address set forth in Section 6 4

**5.2 Payment.** All amounts payable to MAXIM are due and payable within thirty (30) days from date of such invoice CLIENT will send all payments to MAXIM at the address set forth of the invoice

**5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1 5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less

**5.4 Rate Changes.** MAXIM will give CLIENT prompt notice of any change in rates, which will be mutually agreed upon in writing by both Parties

#### **ARTICLE 6. GENERAL TERMS**

**6.1 Independent Contractors.** The Parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties

**6.2 Assignment.** Subject to Section 2.5, no Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld, delayed or conditioned. No such consent will be required for assignment to an entity owned by or under common control with assignor, but the assignor shall provide assignee with prompt written notice of the assignment. In any event, the assigning Party will remain fully liable to the other Party under this Agreement.

**6.3 Indemnification.** Maxim agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of Maxim, its directors, officers, employees or agents under this agreement only. FACILITY agrees to indemnify and hold harmless Maxim, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be assessed against them by third parties in connection with the sole negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement. Nothing in this Agreement, including but not limited to the indemnification terms, or the acts of FACILITY shall in any way constitute a waiver by FACILITY, its agents, officers, and employees of any immunity, liability limitation, and limit on the amount recoverable or other protections available to FACILITY under Wisconsin Statutes, any other applicable statute or law.

**6.4 Notices.** Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

Franklin Health Department  
9229 W Loomis Road  
Franklin, WI 53132  
ATTN: City Clerk

Maxim Healthcare Staffing Services, Inc  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

**6.5 Headings.** The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**6.6 Entire Contract; Counterparts.** This Agreement (including all Riders hereto) constitutes the entire contract between CLIENT and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties. The Parties acknowledge and agree that the execution and delivery of this Agreement by facsimile transmission shall be valid and binding.

**6.7 Force Majeure.** Neither MAXIM nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing Party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control. If a Party's non-performance under this section extends for forty-five (45) days or longer, the Party affected by such non-performance may immediately terminate this Agreement by providing written notice thereof to the other Party.

**6.8 Compliance with Laws.** Both Parties agree that all Services provided pursuant to this Agreement shall be performed in compliance with applicable federal, state, or local rules and regulations.

**6.9 Severability.** In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision, the remaining provisions will be deemed to continue in full force and effect.

**6.10 Governing Law, Jurisdiction.** This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

**6.11 Limitation of Liability.** Neither MAXIM nor CLIENT will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages.

**6.12 Amendment.** No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

**6.13 Attorneys' Fees.** In the event either Party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due, hereunder, each party is responsible for their own reasonable attorney's fees (including a reasonable hourly rate for the time expended by in-house counsel), court costs, and expenses, if any.

## **ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **7.1 Confidentiality.**

**A. MAXIM/CLIENT Information** The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

**B. Terms of this Agreement** Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

**C. Patient/Customer Information** Neither party nor its employees shall disclose any financial or medical information regarding Patient(s) treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by CLIENT, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

**D.** The obligations set forth in this Section shall survive the termination of this Agreement.

**7.2 HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

**7.3 Data Security.** CLIENT will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and

Agreement CLIENT will be responsible for providing all education and training to MAXIM Personnel as it relates to CLIENT's privacy and security processes, including, without limitation the CLIENT's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement CLIENT acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the CLIENT's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the CLIENT's technical environment Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s)

CLIENT and MAXIM have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the Effective Date

Franklin Health Department

MAXIM HEALTHCARE STAFFING SERVICES,  
INC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Tracer Rider

Rider, ("Rider") is effective December 14<sup>th</sup> 2020 by and between Maxim Healthcare Staffing Services, Inc ("MAXIM") and CLIENT and CLIENT on behalf of FACILITY

**Rates.** The following Rates shall apply

Service	Hourly Rate
Contact Tracer	\$30 00
Communicable Disease Investigator	\$40 00
Communicable Disease Investigator (Registered Nurse)	\$48 00
	\$

**COVID-19 Tracer Protocol.** MAXIM Personnel will provide Tracer Service(s) based on CLIENT protocol(s) that will be provided to MAXIM in advance by CLIENT

**Disclaimer.** MAXIM and/or MAXIM Personnel will not be providing and/or responsible for clinical judgement for Services

**Orientation.** Rates listed above will be charged for all time spent in orientation

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or per applicable state law and will be one and one-half (1 5) times the billing rate

**Holidays.** Holiday rates will apply to shifts beginning at 11 00 p m the night before the holiday through 11 00 p m the night of the holiday and will be one and one-half (1 5) times the billing rate

New Year's Eve (from 3 PM)	New Year's Day	Presidents Day
Martin Luther King Day	Easter	Memorial Day
Independence Day	Labor Day	Pioneer Day (Utah Only)
Thanksgiving Day	Christmas Eve (from 3 PM)	Christmas Day

CLIENT and MAXIM acknowledge their understanding of the Agreement and to the mutual promises written above by executing this Rider as of the effective date above

Franklin Health Department

MAXIM HEALTHCARE STAFFING SERVICES, INC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BLANK PAGE**

<p><b>APPROVAL</b> <i>slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b> 1/5/2021</p>
<p><b>Reports and Recommendations</b></p>	<p>Motion to allow the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnerships for Success Grant.</p>	<p><b>ITEM NUMBER</b> G.5.</p>

**Background:** Community Advocates awards annual grants known as the Strategic Prevention Framework-Partnerships for Success (SPF-PFS) to organizations with the goal of targeting priority issues related to alcohol, marijuana, and e-cigarettes/tobacco by raising awareness about the dangers of their use and abuse among young adults. These project funds also allow for education to schools, communities, and parents.

The goals of the SPF-PFS grant are:

- Enhance the infrastructure to increase capacity to implement effective substance abuse prevention services.
- Decrease behavioral health disparities that lead to differences in access, service use and outcomes of substance use in Milwaukee County
- Increase capacity at the community-level to boost protective factors and mental health wellness.

**Analysis:** The SPF-PFS grant would supplement the Health Department and Volition efforts around substance use prevention already in place with our Drug Free Communities (DFC) grant. Specifically this funding allows us the opportunity to increase our prevention and education efforts to include marijuana and tobacco use/misuse whereas the DFC grant is limited based on scope of work to only alcohol and opioids usage.

Health Department and Volition plan to utilize these funds for the following objectives:

- Increase the capacity and infrastructure of the Volition Coalition to align and coordinate evidence-based strategies to reduce use of alcohol, marijuana, and e-cigarette/tobacco use prevention amount youth ages 9-20.
- Work to decrease identified health disparities in this population.
- Boost Protective Factors and increase Youth Mental Health Wellness as tools for youth to resist substance use.
- Creation and facilitation of Focus Groups on the above topics.

**Options:**

1. Allow the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant for 2021.
2. Decline the acceptance of the Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant.

**Fiscal Note:** The above objectives would occur only with this grant funding. There will be no impact to the City of Franklin budget for these expenses.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to allow the acceptance of the Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant for 2021.

Health Department: CD

**GRANT AGREEMENT**  
**between**  
**Community Advocates, Inc. (CA)**  
**and**  
**Franklin Health Department**  
**for**  
**Strategic Prevention Framework - Partnerships**  
**for Success 2019 (SPF-PFS)**

Agreement Amount \$21,000

Agreement Term Period 9/30/2020 to 9/29/2021

Community Advocates Grant Administrator Kari  
Southern

Community Advocates Telephone 414-270-2950

Grant Administrator Email ksouthern@communityadvocates.net

Grantee Grant Administrator Courtney Day

Grantee Telephone 414-425-9101

Grantee Email cday@franklinwi.gov

CA and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, CA and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. CA reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by CA.

**Community Advocates, Inc.**

Authorized Representative Andi Elliott

Title Chief Executive Officer

**Franklin Health Department**

Authorized Representative Courtney Day

Title Health Officer

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## 1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**Agency:** an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

**Business Associate:** pursuant to 45 C.F.R. § 160.103, a business associate includes

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

**Business Day:** any day on which Community Advocates is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

**Confidential Information:** all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by Community Advocates or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information, (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103, (iii) non-public information related to CA's employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon, or (iv) information expressly designated as confidential in writing by CA. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

**Day:** calendar day unless otherwise specified in this Agreement.

**DHS:** Department of Health Services.

**Grant Administrator:** individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

**Personally Identifiable Information:** an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number, (b) the individual's driver's license number or state identification number, (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account, (d) the individual's DNA profile, or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**Protected Health Information (PHI):** health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual

**Publicly Available Information:** any information that an entity reasonably believes is one of the following a) lawfully made widely available through any media, b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law

## 2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written Any conflict or inconsistency will be resolved by giving precedence in the following descending order

- 1 The Business Associate Agreement (BAA) if applicable
- 2 The terms of this Agreement
- 3 Any and all exhibits or appendices to this Agreement

## 3. PARTIES

- A Community Advocates (CA) is the organization responsible for overseeing the coordination and integration of the SPF-PFS 2019 grant CA's principal business address is 728 N James Lovell Street, Milwaukee, WI 53233
- B Franklin Health Department (Grantee), the Grantee's principal business address is 9229 W Loomis Road, Franklin, WI 53132

## 4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from CA to carry out part of a state and/or federal program

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached appendices

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1

### 4.1 List of Exhibits

- Exhibit I Workplan
- Exhibit II Budget
- Exhibit III Special Requirements

## 5. CONTACT INFORMATION

CA Grant Administrator  
Grant Administrator Name **Kari Southern**  
Telephone **414-270-2950**  
Email [ksouthern@communityadvocates.net](mailto:ksouthern@communityadvocates.net)

Grantee Grant Administrator  
Grant Administrator Name **Courtney Day**  
Telephone: **414-425-9101**  
Email [cdav@franklinwi.gov](mailto:cdav@franklinwi.gov)

CA will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee

## 6. PAYMENT FOR GRANT AWARD

- A All payments to non-municipalities, non-profits, and UW departments will be made by check, mailed at the beginning of the month following the submission of invoices. All invoices need to be submitted by the 10<sup>th</sup> of the month to ensure payment being mailed at the beginning of the month. For example, a January invoice would need to be submitted by February 10<sup>th</sup> to ensure the check is mailed at the beginning of March.
- B The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>
- C The Grantee shall submit expenditures on the form required by CA to the following address: Attn: Kari Southern, 728 N James Lovell Street, Milwaukee, WI 53233
- D Payments to the Grantee will be made on a monthly basis per the CA Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by CA.
- E Expense reports received timely in accordance with the CA Processing Dates schedule will be reviewed and processed per the CA Processing Dates schedule.
- F Payments to the Grantee shall not exceed the total Agreement award.
- G If CA determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within 30 days of notification by CA. CA may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. CA reserves the right to recover such excess funds by any other appropriate legal means.

## 7. REPORTING

- A The Grantee shall comply with CA's program reporting requirements as specified in the Scope of Work.
- B The required reports shall be forwarded to CA Grant Administrator according to the schedule established by CA.

## 8. FEDERAL AND STATE RULES AND REGULATIONS

- A The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B The Grantee will act solely in its independent capacity and not as an employee of CA. The Grantee shall not be deemed or construed to be an employee of CA for any purpose.
- C The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.

## 9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis Stat § 16.765 and Wis Admin Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs.

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the



intent of this chapter, the Grantor may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

## **10. CIVIL RIGHTS COMPLIANCE**

As required by Wis Stat § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis Stat § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT ]In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U S C § 18116), Title VI of the Civil Rights Act of 1964 (42 U S C § 2000d et seq ), Section 504 of the Rehabilitation Act of 1973 (29 U S C § 701 et seq ), the Age Discrimination Act of 1975 (42 U S C § 6101 et seq ), and regulations implementing these Acts, found at 45 C F R Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

[FOR USDA/FNS GRANT ]In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U S C § 2020), the Age Discrimination Act of 1975 (42 U S C § 6101 et seq ), Section 504 of the Rehabilitation Act of 1973 (29 U S C § 701 et seq ), the Americans with Disabilities Act of 1990 (42 U S C § 12101 et seq ), and Title VI of the Civil Rights Act of 1964 (42 U S C § 2000d et seq ), and the regulations implementing these Acts, found at 7 C F R Parts 15, 15a, and 15b, and Part 16, 28 C F R Part 35, and 45 C F R Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The Grantee agrees to cooperate with CA in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. CA agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

## **11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

In connection with the performance of the work prescribed in this Agreement, it may be necessary for CA to disclose to the Grantee certain information that is considered to be confidential, proprietary or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically CA may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information If requested by CA, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of CA, as directed

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein

- A *Reporting to CA* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA for those activities
- B *Indemnification* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by CA in the enforcement of this section
- C *Equitable Relief* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to CA, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law Accordingly, the parties specifically agree that CA, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law
- D *Liquidated Damages* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the CA's reputation and ability to serve the public interest in its administration of programs affected by this Agreement Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity CA shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice itemizing the assessment deductions on the invoice Liquidated Damages shall not exceed the following
  - 1 \$1,000 for each individual whose Confidential Information was used or disclosed.
  - 2 \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E *HIPAA* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C F R § 160.103 If the parties are Business Associates, then the parties shall comply with CA's Business Associate Agreement

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C F R Parts 160 and 164 applicable to Business Associates As defined herein. "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean Community Advocates.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759 This document must be fully executed before Agreement performance begins

This Section shall survive the termination of the Agreement

## 12. SUBGRANT or SUBCONTRACT

- A CA reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to CA A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of CA In addition, CA approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected Approval of any further contracts, grants, contractors, or grantees will be withheld if CA reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed
- B The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement

## 13. GENERAL PROVISIONS

- A Any payments of monies to the Grantee by CA for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank Any balance exceeding FDIC coverage must be collaterally secured
- B The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition
- C If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis Stat chs 180 and 181 relating to foreign corporations
- D The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses

## 14. ACCOUNTING REQUIREMENTS

- A The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by CA as contained in Section 6 of this Agreement, and support expenditure reports submitted to CA
- B The Grantee shall reconcile costs reported to CA for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to CA upon request The Grantee shall retain the reconciliation documentation according to approved records retention requirements
- C Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>)

## 15. CHANGES IN ACCOUNTING PERIOD

- A The Grantee shall notify CA of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change
- B Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period
- C A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## 16. PROPERTY MANAGEMENT REQUIREMENTS

- A Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which CA retains ownership of and which is in the care, custody, and control of the Grantee
- B CA shall have all ownership rights in any computer hardware supplied by CA as a result of this Agreement. CA shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement
- C The Grantee agrees that if any materials are developed under this Agreement, CA shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to CA.

## 17. AUDITS

- A *Requirement to Have an Audit* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by CA, the Grantee shall consider both (a) funds provided through direct Grants with CA, and (b) funds from CA passed through another agency which has one or more Grants with the Grantee
- B *Audit Requirements* The audit shall be performed in accordance with generally accepted auditing standards, Wis Stat § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
  - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards
  - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions
- C *Source of Funding* CA shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement
- D *Reporting Package* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to CA a reporting package which includes all of the following:
  - 1 General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards including the independent auditor's opinion on the statements and schedule
  - 2 Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the

management letter (if issued)

- 3 Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards
- 4 Report on compliance for each major program and a report on internal control over compliance
- 5 Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option
- 6 \*CA Cost Reimbursement Award Schedule This schedule is required by CA if the subrecipient contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district, if the subrecipient/contractor receives funding directly from CA, if payment is based on or limited to an actual allowable cost basis, and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with CA
- 7 \*Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate
- 8 \*Allowable Profit Schedule is only required if the subrecipient contractor is a for-profit entity
- 9 \*Additional Supplemental Schedule(s) required by funding agency may be required Check with the funding agency

\*NOTE These schedules are only required for certain types of entities or specific financial conditions

For subrecipient/contractors that do not meet the federal audit requirements of 2 C F R Part 200 and SSAG, the audit reporting package to CA shall include all of the above items except items 4 and 5

- E *Audit Due Date* Audits that must comply with 2 C F R Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement
- F *Sending the Reporting Package* Audit reports shall be sent by the auditor via email to [ksouthern@communityadvocates.net](mailto:ksouthern@communityadvocates.net) with "cc" to the subrecipient/auditee The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted (Note To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator )
- G *Access to Subrecipient Records* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit The auditee shall permit appropriate representatives of CA to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding Having an independent audit does not limit the authority of CA to conduct or arrange for other audits or review of federal or state programs CA shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work
- H *Access to Auditor's Work Papers* The auditor shall make audit work papers available upon request to the auditee, CA or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities Access to working papers includes the right to obtain copies of working papers
- I *Failure to Comply with the Audit Requirements* CA may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements Examples of situations when sanctions may be warranted include
  - 1 The auditee did not have an audit
  - 2 The auditee did not send the audit to CA or another granting agency within the original or extended audit deadline
  - 3 The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG
  - 4 The audit reporting package is not complete, for example, the reporting package is missing the corrective action plan or other required elements
  - 5 The auditee does not cooperate with CA or another granting agency's audit resolution efforts, for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency
- J *Sanctions* CA will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action Possible sanctions may include
  - 1 Requiring modified monitoring and/or reporting provisions,
  - 2 Delaying payments withholding a percentage of payments, withholding or disallowing overhead costs or suspending the award until the auditee is in compliance

- 3 Disallowing the cost of audits that do not meet these standards,
- 4 Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee,
- 5 Charging the auditee for all loss of federal or state aid or for penalties assessed to CA because the auditee did not comply with audit requirements,
- 6 Assessing financial sanctions or penalties
- 7 Discontinuing contracting with the auditee, and/or
- 8 Taking other action that CA determines is necessary to protect federal or state pass-through funding

K *Closeout Audits* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year) The purpose of the audit is to close-out the short accounting period The required close-out agreement specific audit may be waived by CA upon written request from the subrecipient/contractor, except when the agreement is terminated for cause The required close-out audit may not be waived when an agreement is terminated for cause

The auditee shall ensure that its auditor contacts CA prior to beginning the audit CA, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor Payment of increased audit costs, as a result of the additional testing requested by CA, is the responsibility of the auditee

CA may require a close-out audit that meets the audit requirements specified in 2 C F R Part 200 Subpart F In addition, CA may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C F R Part 200 Subpart F and determining major federal financial assistance programs This information shall be disclosed in a note within the schedule of federal awards All other provisions in 2 C F R Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements

## 18. OTHER ASSURANCES

- A The Grantee shall notify CA in writing, within 30 days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information
- B The Grantee shall notify CA in writing, within 30 days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which CA has reimbursed or will reimburse the Grantee The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute
- C CA may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by CA up to \$500,000

## 19. RECORDS

- A The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies
- B The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of CA's records that the Grantee accesses to provide services under this Agreement
- C The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of CA, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement
- D The Grantee agrees to retain and make available to CA all program and fiscal records for six (6) years after the end of the Agreement period

- E The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or CA's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian

## 20. CONTRACT REVISIONS AND/OR TERMINATION

- A The Grantee agrees to renegotiate with CA the terms and conditions of this Agreement or any part thereof in such circumstances as
  - 1 Increased or decreased volume of services
  - 2 Changes required by state and federal law or regulations or court action
  - 3 Increase or reduction in the monies available affecting the substance of this Agreement
- B Failure to agree to a renegotiated Agreement under these circumstances is cause for CA to terminate this Agreement
- C Non-Appropriation  
CA reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement
- D Termination for Cause  
CA may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure  
The Grantee may terminate the Agreement after providing CA one hundred and twenty (120) calendar days written notice of CA's right to cure a failure of CA to perform under the terms of this Agreement  
Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration  
Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by CA
- E Termination for Convenience  
Either party may terminate this Agreement at any time, without cause, by providing a written notice CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience The Grantee must notify CA at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements  
In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement The Grantee shall also be compensated for partially completed services In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of CA, multiplied by the corresponding payment for completion of such services as set forth in the Agreement Alternatively, at the sole discretion of CA, the Grantee may be compensated for the actual service hours provided CA shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund
- F Cancellation  
CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee
  - 1 Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity,
  - 2 Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice,
  - 3 Makes an assignment for the benefit of creditors,
  - 4 Fails to follow the sales and use tax certification requirements of Wis Stat § 77.66.
  - 5 Incurs a delinquent Wisconsin tax liability,
  - 6 Fails to submit a non-discrimination or affirmative action plan as required herein,
  - 7 Fails to follow the non-discrimination or affirmative action requirements of subch II Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law)
  - 8 Becomes a federally debarred Grantee
  - 9 Is excluded from federal procurement and non-procurement Agreements,

- 10 Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement,
- 11 Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- 12 Grantee performance threatens the health or safety of a CA employee or CA customer

## 21. NONCOMPLIANCE AND REMEDIAL MEASURES

- A Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure CA determines is necessary to protect the interests of Community Advocates
- B The Grantee shall provide written notice to CA of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide CA with a plan to correct the noncompliance.
- C If CA determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D If required statistical data, reports, and other required information are not submitted when due, CA may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

## 22. DISPUTE RESOLUTION

If any dispute arises between CA and Grantee under this Agreement, including CA's finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A *Informal Review*. CA's and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
  - 1 A brief statement of the issue
  - 2 The steps that have been taken to resolve the dispute
  - 3 Any suggested resolution by either party
- B *Chief Executive Officer's Review*. If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the CEO of the agency in which the CA Grant Administrator is employed. The CEO must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The CEO will review the matter and issue a written determination within 30 days after receiving the review request.

## 23. FINAL REPORT DATE

- A Expenses incurred during the Agreement period but reported later than **20 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by CA. In the event this occurs, an alternate payment process as determined by CA may occur.
- B Expenses incurred outside of the Agreement period would be considered not allowable.

## 24. INDEMNITY

To the extent authorized under state and federal laws, CA and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.



## **25. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of CA shall serve to revise or terminate this Agreement, except as further agreed to by the parties
- B CA and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party
- C It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof

## **26. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U S District Court for the Western District of Wisconsin, as applicable.

## **27. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

## **28. ASSIGNMENT**

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

## **29. ANTI-LOBBYING ACT**

The Grantee shall certify to CA that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U S C 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

## **30. DEBARMENT OR SUSPENSION**

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

## **31. DRUG FREE WORKPLACE**

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988

**32. MULTIPLE ORIGINALS**

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement

**33. CAPTIONS**

The parties agree that in this Agreement. captions are used for convenience only and shall not be used in interpreting or construing this Agreement

**34. SPECIAL PROVISIONS, IF APPLICABLE**

The following special provisions are required

- A Match Requirements N/A
- B Performance Reporting Grantee will provide CA a Performance Report no later than 30 days past mid-point of the contract period and a CA Performance Report no later than 30 days past contract end date unless otherwise stipulated in writing by CA

**35. NULL AND VOID**

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of CA's and Grantee's Authorized Representatives on this Agreement exceeds 60 days inclusive of the two signature dates

**36. FEDERAL AWARD INFORMATION**

Subaward period of Performance Start Date	9/30/2020
Subaward period of Performance End Date	9/29/2021
Amount of Federal Funds obligated (committed) by this action	\$21,000
Federal Award Project Description	Strategic Prevention Framework Partnerships for Success
Federal Awarding Agency Name (Department)	U S Department of Health & Human Services
CA Awarding Official Name	Kari Southern
CA Awarding Official Contact Information	414 270-2950
CFDA Number	93 243

## **EXHIBIT III: Services Funded with Strategic Prevention Framework Partnerships for Success Grant Project Funds**

### **A. Expectations**

The Strategic Prevention Framework Partnerships for Success, 2019 (SPF-PFS) program provides an opportunity to target the priority issues of alcohol, marijuana and e-cigarettes/tobacco.

The program is designed to raise awareness about the dangers of use and abuse among young adults. SPF-PFS will also raise community awareness and bring drug prevention activities and education to schools, communities, and parents.

The goals of the SPF-PFS grant program are outlined below:

- 1) Enhance the infrastructure to increase capacity to implement effective substance abuse prevention services
- 2) Decrease behavioral health disparities that lead to differences in access, service use and outcomes of substance use in Milwaukee County
- 3) Increase capacity at the community-level to boost protective factors and mental health wellness

### **B. Required Activities**

#### **1. Grant Activities:**

- Use the Strategic Prevention Framework to identify and select comprehensive, data-driven substance abuse prevention strategies to accomplish goals
- Build capacity to address underage drinking, marijuana and e-cigarettes/tobacco among persons aged 9-20.
- Collect and report community-level data to determine progress toward addressing SPF-PFS prevention efforts across the community
- Utilize community coalition building strategies to advance substance abuse prevention efforts
- Develop prevention messaging and other prevention strategies and ensure dissemination of these messages
- Share effective resources with Region 5 Prevention Technology Transfer Center (PTTC) to enhance dissemination/adoption of best practices

### **C. Data Collection and Performance Measurement**

All grantees are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. As SAMHSA has not issued guidance on what reporting measures will be required, we are anticipating grantees will be required to report performance on the following process measures.

- Number of active collaborators/partners supporting the grantee's comprehensive prevention approach,
- Number of people served and/or reached by IOM category (universal, selective,

- indicated), six strategies, demographic group and targeted population,
- Number and percent of evidence-based programs, policies, and/or practices implemented by subrecipient communities,
- Number of prevention activities at the subrecipient level that are supported by collaboration and leveraging of funding streams, and
- Number, type and duration of evidence-based interventions by prevention strategy implemented at the community level.

#### **D. Terms and conditions for continued funding**

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in award termination, or denial of future funding.**

**Acceptance of the Terms of an Award:** By requesting repayment from Community Advocates, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify Community Advocates

**Certification Statement** By requesting reimbursement, the grantee certifies that the grantee and any subcontractors have proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer state and federal awards and funds drawn down.

Recipients and subrecipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>), including the requirements of HHS grants administration regulations, (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts, and (d) any requirements specific to the particular award.

The funding for this grant is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75 (<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=0ddb69baec587eeee4ab7e6a68c4acb0&mc=true&r=PART&n=pt45.1.75>).

- 1. Executive Pay:** For FY 2016, the Consolidated Appropriations Act, 2016 (Pub L. 113-76) signed into law on January 10, 2016, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II annual salary is \$185,100.
- 2. Data Collection and Performance Measurement:** Government Performance and Results (GPRA) Modernization Act of 2010. All requirements specified around performance data collection must be followed. Recipients and sub recipients must comply with the performance goals, milestones, and expected outcomes.
- 3. Non-Supplant:** Federal funds must supplement, not replace (supplant) non-federal

funds. All grantees who receive funding from Community Advocates must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

4. **Future Funding:** Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the grant is documented and acceptable.
5. **Reporting Program Income:** Program income accrued under the award must be accounted for in accordance with 45 CFR Part 75.307, as applicable.

Grantees must exercise proper stewardship over federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.

CA may disallow the costs if it is determined, through audit or otherwise, that the costs do not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

**Changes in Key Personnel:** The recipient is required to notify the CA contract administrator in writing if the Project Director (PD)/coordinator or key personnel specifically named in the annual application will withdraw from the project entirely, be absent from the project during any continuous period of three months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort) CA must approve any alternate arrangement proposed by the grantee.

**Acknowledgement of Federal Funding.** As required by HHS appropriations acts, all grantees and subgrantees must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with federal funds, and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**Conferences:** When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites).

*Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U S Government*

**Mandatory disclosures:** Consistent with 45 CFR 75 113, applicants and recipients and subrecipients must disclose in a timely manner, in writing to CA and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

**Confidentiality of Alcohol and Drug Abuse Patient Records:** The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

**THIS AWARD IS SUBJECT TO REQUIREMENTS AS SET FORTH IN 2 CFR 25.110 CENTRAL CONTRACTOR REGISTRATION (CCR) (NOW SAM) AND DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBERS. 2 CFR Part 25 - Appendix A**

**Administrative and National Policy Requirements.** Awards issued through SAMHSA Funding Opportunity Announcements are subject to the uniform administrative requirements and cost principles of 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

The grantee and all subcontractors are responsible for complying with all requirements of the federal award. For all federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 and 2 CFR part 170. See also statutory requirements for whistleblower protections at 10 U S C. 2324 and 2409, and 41 U.S.C. 4304, 4310, and 4712.

An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

**Drug-free workplace** The recipient and any subcontractors, must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

**Accessibility Provisions for All Grant Application Packages and Funding Opportunity Announcements:** Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with state and federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. Please see <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>, and

<http://www.hhs.gov/ocr/civilrights/understanding/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

Grantees must also comply with the administrative requirements outlined in 45 CFR Part 75. For more information see the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>

**Grant funds cannot be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.**

#### **E. Funding Restrictions**

Grant funds must be used for purposes supported by the program and may not be used to

- Pay for any lease beyond the project period.
- Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- Pay for housing other than residential mental health and/or substance abuse treatment.
- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision (Expansion or enhancement of existing residential services is permissible.)
- Provide inpatient treatment or hospital-based detoxification services Residential services are not considered to be inpatient or hospital-based services.
- Only allowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs). Other sources of funds may be used for unallowable costs (e.g., meals, sporting events, entertainment). Other support is

defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.

- Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs
- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, SAMHSA discretionary grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow up. This amount may be paid for participation in each required interview.
- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed \$2.50 per person.
- Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
- Pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- Outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.
- CA will not accept a “research” indirect cost rate. The grantee must use the “other sponsored program rate” or the lowest rate available.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75 300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U S. statutory . . . requirements.”), 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under



federal law.

## **F. Subcontractors**

Requirements herein stated apply to any sub-grants or sub-contractors. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The contractors must inform the sub-grantees of the federal award information set forth herein and provide the sub-contractor the appropriate CFDA number.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions Disclosure of Lobbying Activities (Standard Form-LLL)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U S Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

Strategic Prevention Framework -Partnerships for Success  
\_\_\_\_\_  
Title of Program

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order (E O ) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> (see section 52.209-6)

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

<b>SIGNATURE</b> – Official Authorized to Sign Application		Date Signed
For <i>(Name of Vendor)</i>	DUNS Number <i>(Dun &amp; Bradstreet if applicable)</i>	

**BLANK PAGE**

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>01/05/21</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN</p> <p>(P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT)</p> <p>(AT 11595 WEST FOREST HOME AVENUE)</p>	<p>ITEM NUMBER</p> <p>G.6.</p>

At the December 17, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of this Certified Survey Map, the vote was 6-0-0. Additionally, the Plan Commission carried a motion to waive the required standards under 15-7.0702k. pertaining to area contiguous to certified survey map, the vote was 6-0-0.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2021-\_\_\_\_\_, conditionally approving a 2 lot certified survey map, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 7, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (P. Kenneth Servi, Servi Investments, LLC, applicant) (at 11595 West Forest Home Avenue).



REPORT TO THE PLAN COMMISSION

Meeting of December 17, 2020

Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends to table this Certified Survey Map (CSM) request

Table with 2 columns: Field Name and Description. Fields include Project Name, General Project Location, Property Owner, Applicant, Agent, Current Zoning, 2025 Comprehensive Plan, Use of Surrounding Properties, Applicant's Action Requested, and Staff.

Please note:

- Staff recommendations are underlined, in italics and are included in the draft resolution
Staff suggestions are only underlined and are not included in the draft resolution

INTRODUCTION:

The applicant has submitted a Certified Survey Map (CSM) to create a new 5-acre lot out of two unplatted properties, which bear tax key numbers (TKN) 751-9998-002 & 751-9999-000 and are approximately 74.86 and 26.34 acres in size.

If this Certified Survey Map is approved, the applicant would submit separate applications to combine the newly created lot with the 5-acre property to the south (TKN 796-9987-001) and propose a residential subdivision of approximately 10.5 acres, see "subdivision concept plan" for reference.

The applicant submitted this Certified Survey Map application on November 3, 2020. Pursuant to Wisconsin Statutes §236.34(1m)(f), the approving authority shall take action within 90 days

of application submittal unless a time extension is granted by the applicant, the review time frame for this application expires on February 1, 2021

**PROJECT DESCRIPTION AND ANALYSIS:**

The proposed Lot 1 is approximately 5.07 acres (221,226 sf) in area and has a width of 389 feet and a depth of 810 feet, while the minimum lot area and width are 20,000 sf and 100 feet in the R-3 Suburban Estate Single- Family Residence District. Even though Lot 1 meets the dimensional standards of the zoning district, it is worth noting two development constraints: to the north, natural resources including Tess Corners Creek floodplain, shore buffer, wetlands and associated buffers and setbacks as depicted in pages 2 and 3. To the south, a gas substation and fuel line easement extending along the property line.

This Certified Survey Map (CSM) does not provide information about the resulting area and dimensions of properties bearing tax key numbers 751-9998-002 & 751-9999-000 from where Lot 1 would be created. As noted in staff memorandum dated November 25, 2020, comments 1.K and 1.L, staff recommends that the applicant must revise the Certified Survey Map to include the exterior boundaries and area of properties currently bearing tax key numbers 751 9998 002 and 751 9999 000 as required by the Unified Development Ordinance §15-7 0702K-L The applicant is requesting a waiver from this requirement due to hardship, see Memorandum dated December 4, 2020, for details.

The applicant submitted a subdivision concept plan for future platting of Lot 1, this concept plan is for reference only and would not be included in the event of CSM approval. Regarding this concept plan, City Development staff has the following recommendations:

- A Natural Resource Protection Plan and Site Intensity and Capacity Calculations will be required for a Site Plan, Certified Survey Map, Subdivision Plat, Condominium or any other development application in accordance with the Unified Development Ordinance (UDO) Division 15-7.0201. Conservations easements will be required for natural resource areas as defined in the UDO, see condition of approval #6.
- A rezoning will be required prior to any land combination of properties with different zoning designations.

With regards to staff review comments sent on November 25, 2020, most of the items have been addressed while item 1.M “Existing zoning” has not been fully addressed. The applicant added zoning districts to page 1 but the CSM is still missing the FW Floodway District and FC Floodplain Conservancy District, see condition #7 in the attached resolution.

**STAFF RECOMMENDATION:**

City Development Staff recommends to table this Certified Survey Map (CSM) until the applicant includes the exterior boundaries and area of properties currently bearing tax key numbers 751-9998-002 and 751-9999-000 as required by the Unified Development Ordinance §15-7.0702K-L

However, if the City wishes to approve the proposed CSM, staff recommends several conditions of approval outlined in the attached draft resolution

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 12-10-20]

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT  
CERTIFIED SURVEY MAP, BEING A PART OF THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY  
OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN  
(P KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT)  
(AT 11595 WEST FOREST HOME AVENUE)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a part of the Southwest 1/4 of the Northeast 1/4 of Section 7, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 11595 West Forest Home Avenue, bearing Tax Key Nos 751-9998-002 and 751-9999-000, P. Kenneth Servi, Servi Investments, LLC, applicant, said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by P. Kenneth Servi, Servi Investments, LLC, as described above, be and the same is hereby approved, subject to the following conditions

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



P KENNETH SERVI, SERVI INVESTMENTS, LLC – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. P. Kenneth Servi, Servi Investments, LLC, successors and assigns, and any developer of the P. Kenneth Servi, Servi Investments, LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time
5. The approval granted hereunder is conditional upon P. Kenneth Servi, Servi Investments, LLC and the 2 lot certified survey map project for the properties located at 11595 West Forest Home Avenue. (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. A Natural Resource Protection Plan and Site Intensity and Capacity Calculations will be required for a Site Plan, Certified Survey Map, Subdivision Plat, Condominium or any other development application in accordance with the Unified Development Ordinance (UDO) Division 15-7.0201. Conservations easements will be required for natural resource areas as defined in the UDO.
7. The applicant must revise page 1 of the Certified Survey Map to add the FW Floodway District and FC Floodplain Conservancy District boundaries, for review and approval by the City Development Department prior to recording of the Certified Survey Map
8. The applicant must revise the Certified Survey Map to address the Engineering Department comments in staff memorandum dated November 25, 2020, for Engineering Department review and approval, prior to recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Sacred Heart Monastery, Franklin, Milwaukee County, Wisconsin and Congregation of the Priests of the Sacred Heart, Inc , be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution

P. KENNETH SERVI, SERVI INVESTMENTS, LLC – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 3

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Sacred Heart Monastery, Franklin, Milwaukee County, Wisconsin and Congregation of the Priests of the Sacred Heart, Inc., with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED

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

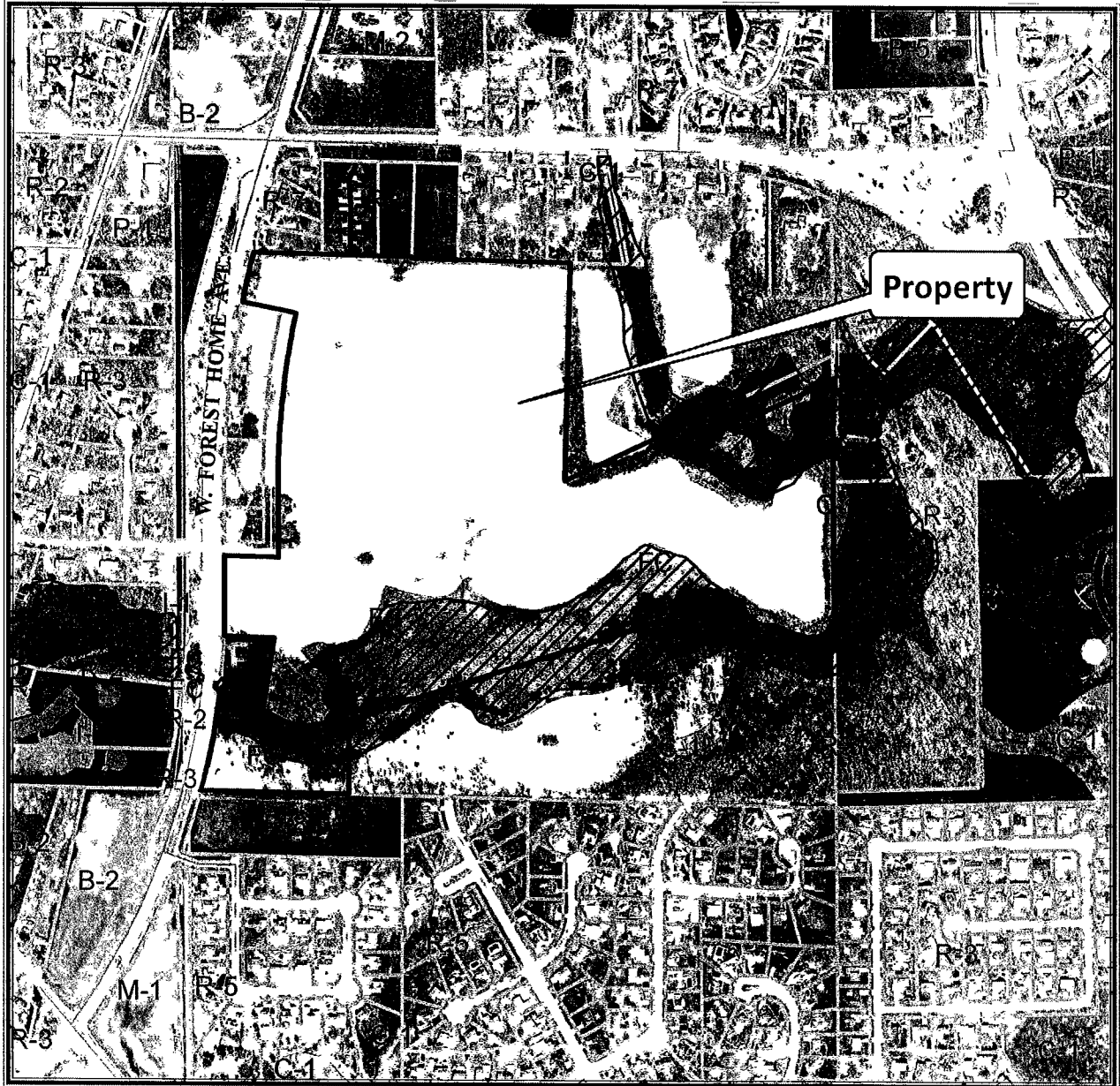
ATTEST:

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

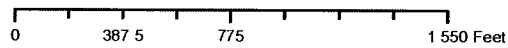
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



11595 W. Forest Home Ave.  
TKN: 751 9998 002



Planning Department  
(414) 425-4024

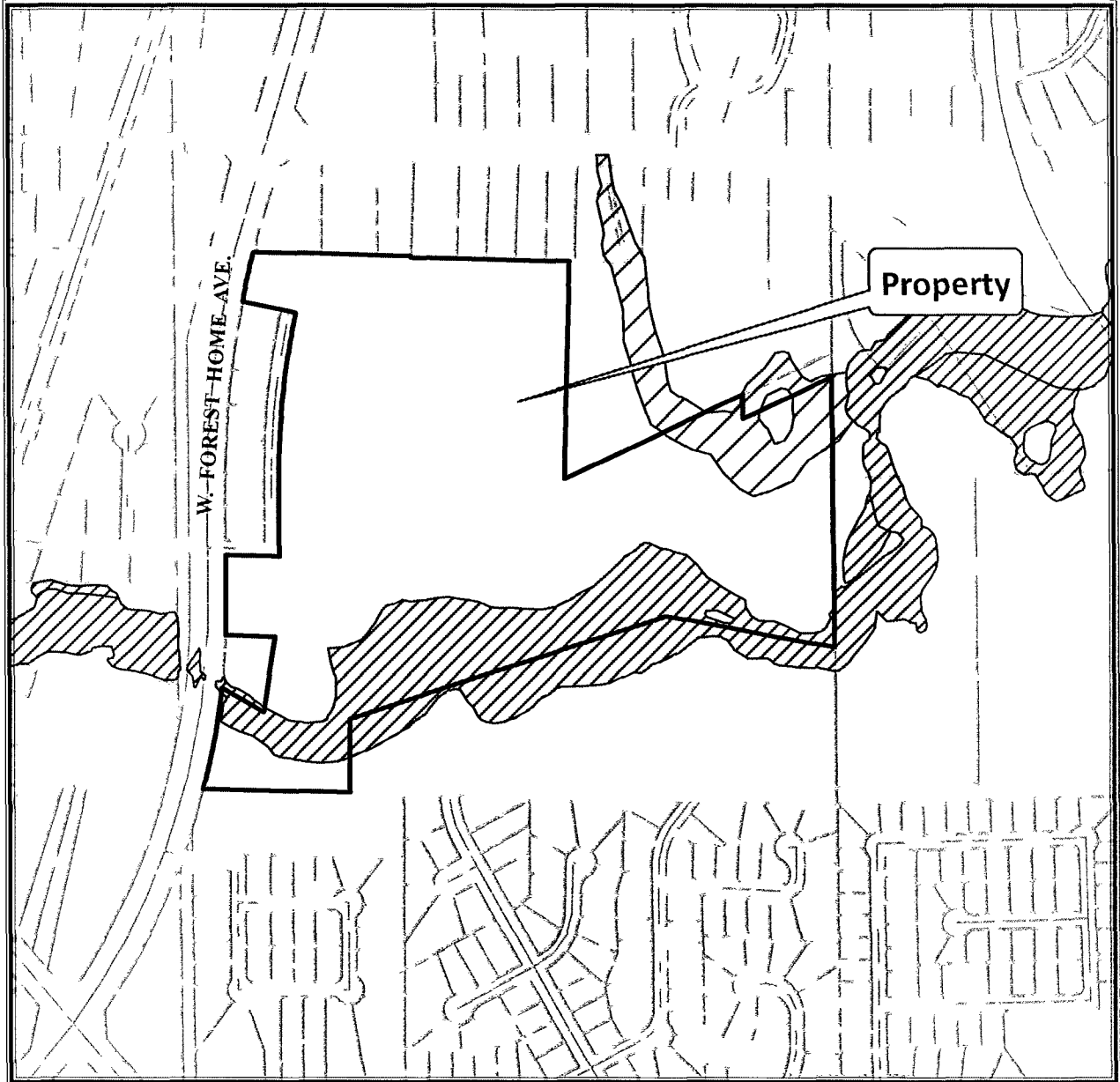


2017 Aerial Photo

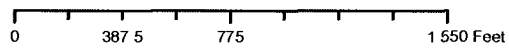
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*



11595 W. Forest Home Ave.  
TKN: 751 9998 002



Planning Department  
(414) 425-4024



2017 Aerial Photo

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

## MEMORANDUM

Date: November 25, 2020  
To: Ken Servi Servi Investments, LLC  
From: Principal Planner Régulo Martínez-Montilva, Department of City Development  
RE: Application for Certified Survey Map (CSM) – 11595 W Forest Home Ave

---

Staff comments are as follows for a Certified Survey Map (CSM) application submitted on November 3, 2020.

### **City Development Department comments**

1. Pursuant to the Unified Development Ordinance (UDO) Division 15-7 0700 “Certified Survey Map”, please add the following information to the proposed Certified Survey Map:
  - A. Existing features Add ordinary high water marks.
  - B. Shore buffers, wetland buffers, wetland setbacks. Please refer to UDO Division 15-4.0101 “Natural Resources” for definitions
  - F. Existing contours.
  - K. Area Contiguous to Certified Survey Map Entire area contiguous to the proposed Certified Survey Map owned or controlled by the Subdivider shall be included on the Certified Survey Map even though only a portion of said area is proposed for immediate development. The Plan Commission may waive this requirement where it is unnecessary to fulfill the purposes and intent of this Ordinance and severe hardship would result from strict application thereof.

The CSM must depict the exterior boundaries of all resulting lots, which currently bear tax key numbers 751-9998-002 and 751-9999-000, these properties may be numbered Lot 2 and Lot 3 in the CSM.
  - L. Parcel and/or Lot Size The resulting dimensions and size (in square feet or acres) of each parcel or lot created by the Certified Survey Map, including properties which currently bear tax key numbers 751-9998-002 and 751-9999-000.
  - M. Existing Zoning The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map.
2. The exterior boundaries of the proposed CSM shall graphically indicated, including the lot line abutting 11575 W Forest Home Avenue (tax key number 751-9998-001).
3. Staff acknowledges that the 30-foot landscape easement along West Forest Home in Lot 1 has been added to meet UDO Section 15-5 0102 “Limited Access Highway Treatment”. However, this landscape easement is not required at this time because Lot 1 would face West Forest Home Avenue, the landscape easement requirement applies when the lots within a proposed Subdivision, CSM or Condominium “back” upon the right-of-way of an arterial roadway You can remove this easement from the CSM.

The landscape bufferyard easement may be required when submitting for a subdivision or condominium, please note the following.

- a) Avoid overlapping with other easements, such utility and/or conservation easements.
  - b) A landscape plan as defined in the UDO will be required for any landscape bufferyard easement areas
  - c) The following restriction shall be lettered on the face of the plat "Landscape Bufferyard Easement: This strip is reserved for the planting of trees and shrubs; the building of structures hereon is prohibited."
- 4 Comment No 22 of the Engineering Department would not apply if comments 1.K and 1 L are addressed.
  5. Has the wetland delineation been confirmed by the Department of Natural Resources (DNR)? Please provide a copy of the wetland delineation report.
  6. Optional. You can submit a conceptual plan of the future subdivision for reference.

The comments below would apply in the event of future development or subdivision:

7. Note that a Natural Resource Protection Plan and Site Intensity and Capacity Calculations will be required for a Site Plan, Certified Survey Map, Subdivision Plat, Condominium or any other development application in accordance with UDO Division 15-7.0201. Conservations easements will be required for natural resource areas as defined in the UDO.
8. Note that split zoning is not allowed per UDO §15-3.0103, so a rezoning will be required prior to any land combination of properties with different zoning designations.
9. Note that access to navigable streams is required per Division 15-2.0300 "General Land Division Provisions": *Subdivisions or Certified Survey Maps abutting on a navigable lake or stream shall, according to the provisions of § 236 16(3) of the Wisconsin Statutes, provide access at least 60 feet wide to the low water mark so that there will be public access, which is connected to existing public roads at least at 1/2 mile intervals as measured along the lake or stream shore, except where greater intervals and wider access is approved, and excluding shore areas where public parks or open space and streets or roads on either side of a stream are provided Such access shall be dedicated to the City of Franklin or Milwaukee County as determined by the Common Council*

#### **Inspection Services Department comments**

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

#### **Engineering Department comments**

- 11 All comments from the county must be resolved*
- 12 All lots created by this land division must be included (lots 1, 2 & 3)*
- 13 Show the land is served by public sanitary sewer and water*
- 14 Show the wetland delineation (line, distance, and bearing)*
- 15 Show the 30-foot wetland buffer and the 50-foot setback.*
- 16 Show the ordinary high water mark of the navigable stream determined by the DNR*
- 17 Show the 75 ft shore buffer from the ordinary high water mark (OHWM)*

- 18 *Label the delineated line south of the creek as the meander line (was this the OHWM determined by the DNR) or approximate meander line*
- 19 *Show the public trust information note*
- 20 *On page 2 of 4,*
- a) *On the 7th line of the legal description, on the 4th segment meander line should be read 70 degrees*
- 21 *On page 4 of 4, remove the word dedication under the Common Council Certificate of Approval  
No part of the land was dedicated to this proposal*
- 22 *Need to convey land from the adjoining property by deed*

**Milwaukee County Register of Deeds comments**

23. See attached letter.

# NATIONAL PIPELINE MAPPING SYSTEM



## Legend

- Gas Transmission Pipelines
- Hazardous Liquid Pipelines



Pipelines depicted on this map represent gas transmission and hazardous liquid lines only. Gas gathering and gas distribution systems are not represented.

This is a preliminary map and subject to change without notice. It is not to be used for legal purposes.

Questions regarding this map or its contents can be directed to [npmis@dot.gov](mailto:npmis@dot.gov)

Projection: Geographic

Datum: NAD83

Map produced by the Public Viewer application at [www.npmis.pirrisa.dot.gov](http://www.npmis.pirrisa.dot.gov)

Date Printed: Dec 10 2020





**City Review Response Memorandum:**

**To:** Principal Planner Régulo Martínez-Montilva, Department of City Development

**For:** Application for Certified Survey Map (CSM) – 11595 W Forest Home Ave

**Comments Received:** November 30, 2020

**Date:** December 4, 2020

**RE:** We have received and are providing response to the City comments received for the proposed CSM at approximately 11595 W. Forest Home Ave.

**City Development Department comments**

- I. Pursuant to the Unified Development Ordinance (UDO) Division 15-7.0700 “Certified Survey Map”, please add the following information to the proposed Certified Survey Map:

- A. Existing features. Add ordinary high water marks.

*Response: Ordinary high water marks are currently shown on the plan and labels added to new Page 2.*

- B. Shore buffers, wetland buffers, wetland setbacks. Please refer to UDO Division 15-4.0101 “Natural Resources” for definitions

*Response: Added to new Page 2.*

- F. Existing contours.

*Response: Contours added to new page 2*

- K. Area Contiguous to Certified Survey Map. Entire area contiguous to the proposed Certified Survey Map owned or controlled by the Subdivider shall be included on the Certified Survey Map even though only a portion of said area is proposed for immediate development. The Plan Commission may waive this requirement where it is unnecessary to fulfill the purposes and intent of this Ordinance and severe hardship would result from strict application thereof.

The CSM must depict the exterior boundaries of all resulting lots, which currently bear tax key numbers 751-9998-002 and 751-9999-000, these properties may be numbered Lot 2 and Lot 3 in the CSM

*Response: We are requesting that the Plan Commission waive this requirement due to the severe hardship that would result from strict application thereof. An agreement has been established to transfer this land from Sacred Heart to the Applicant utilizing the submitted CSM as the vehicle to do such. Therefore, it is unnecessary to include and plat any other lands other than those associated with the purchase agreement. There is no plan to develop any other of the Sacred Heart land. Furthermore, Sacred Heart properties, tax keys 751-9998-002 and 751-9999-000, include over 107 acres of property and to do the additional survey and environmental consulting work needed to provide all the information as required by the City UDO (such as contours, wetlands, etc.) would create a severe hardship of not only cost but for timing of approval for*

*lands that neither the applicant nor Sacred Heart intend on developing. Finally, within the adjacent existing properties owned by Sacred Heart, the Franklin Park Subdivision, was platted without including and platting the remaining lands. So what we are proposing and requesting is not unique nor prohibited by State Statues or past City policy.*

Parcel and/or Lot Size. The resulting dimensions and size (in square feet or acres) of each parcel or lot created by the Certified Survey Map, including properties which currently bear tax key numbers 751-9998-002 and 751-9999-000.

*Response: We are requesting that the Plan Commission waive this requirement due to the severe hardship that would result from strict application thereof. An agreement has been established to transfer this land from Sacred Heart to the Applicant utilizing the submitted CSM as the vehicle to do such. Therefore, it is unnecessary to include and plat any other lands other than those associated with the purchase agreement. There is no plan to develop any other of the Sacred Heart land. Furthermore, Sacred Heart properties, tax keys 751-9998-002 and 751-9999-000, include over 107 acres of property and to do the additional survey and environmental consulting work needed to provide all the information as required by the City UDO (such as contours, wetlands, etc.) would create a severe hardship of not only cost but for timing of approval for lands that neither the applicant nor Sacred Heart intend on developing. Finally, within the adjacent existing properties owned by Sacred Heart, the Franklin Park Subdivision, was platted without including and platting the remaining lands. So what we are proposing and requesting is not unique nor prohibited by State Statues or past City policy.*

- L. Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map.

*Response: Existing zoning added to Page 1.*

- 2. The exterior boundaries of the proposed CSM shall graphically indicated, including the lot line abutting 11575 W Forest Home Avenue (tax key number 751-9998-001).

*Response: We are requesting that the Plan Commission waive this requirement due to the severe hardship that would result from strict application thereof. An agreement has been established to transfer this land from Sacred Heart to the Applicant utilizing the submitted CSM as the vehicle to do such. Therefore, it is unnecessary to include and plat any other lands other than those associated with the purchase agreement. There is no plan to develop any other of the Sacred Heart land. Furthermore, Sacred Heart properties, tax keys 751-9998-002 and 751-9999-000, include over 107 acres of property and to do the additional survey and environmental consulting work needed to provide all the information as required by the City UDO (such as contours, wetlands, etc.) would create a severe hardship of not only cost but for timing of approval for lands that neither the applicant nor Sacred Heart intend on developing. Finally, within the adjacent existing properties owned by Sacred Heart, the Franklin Park Subdivision, was platted without including and platting the remaining lands. So what we are proposing and requesting is not unique nor prohibited by State Statues or past City policy.*

- 3. Staff acknowledges that the 30-foot landscape easement along West Forest Home in Lot 1 has been added to meet UDO Section 15-5 0102 "Limited Access Highway Treatment". However, this landscape easement is not required at this time because Lot 1 would face West Forest Home Avenue, the landscape easement requirement applies when the lots within a proposed Subdivision, CSM or Condominium "back" upon the right-of-way of an arterial roadway. You can remove this easement from the CSM.

The landscape bufferyard easement may be required when submitting for a subdivision or condominium, please note the following:

- a) Avoid overlapping with other easements, such utility and/or conservation easements.

- b) A landscape plan as defined in the UDO will be required for any landscape bufferyard easement areas.
- c) The following restriction shall be lettered on the face of the plat "Landscape Bufferyard Easement: This strip is reserved for the planting of trees and shrubs; the building of structures hereon is prohibited."

**Response: 30' Landscape Easement removed from CSM**

- 4. Comment No. 22 of the Engineering Department would not apply if comments 1.K and 1.L are addressed

**Response: Applicant has requested a waiver from 1.K and 1.L.**

- 5. Has the wetland delineation been confirmed by the Department of Natural Resources (DNR)? Please provide a copy of the wetland delineation report.

**Response: Wetland delineation has been performed by Dave Meyer of Wetland & Waterway Consulting who is an Assured Delineator.**

- 6. Optional. You can submit a conceptual plan of the future subdivision for reference.

**Response: Concept plan has been included in the submittal.**

The comments below would apply in the event of future development or subdivision:

- 7. Note that a Natural Resource Protection Plan and Site Intensity and Capacity Calculations will be required for a Site Plan, Certified Survey Map, Subdivision Plat, Condominium or any other development application in accordance with UDO Division 15-7.0201. Conservations easements will be required for natural resource areas as defined in the UDO.

**Response: This comment is understood by the Applicant.**

- 8. Note that split zoning is not allowed per UDO §15-3.0103, so a rezoning will be required prior to any land combination of properties with different zoning designations.

**Response: This comment is understood by the Applicant.**

- 9. Note that access to navigable streams is required per Division 15-2.0300 "General Land Division Provisions": *Subdivisions or Certified Survey Maps abutting on a navigable lake or stream shall, according to the provisions of § 236 16(3) of the Wisconsin Statutes, provide access at least 60 feet wide to the low water mark so that there will be public access, which is connected to existing public roads at least at 1/2 mile intervals as measured along the lake or stream shore, except where greater intervals and wider access is approved and excluding shore areas where public parks or open space and streets or roads on either side of a stream are provided Such access shall be dedicated to the City of Franklin or Milwaukee County as determined by the Common Council*

**Response: Access to Tess Corners Creek is satisfied via W. Forest Home Ave. and with the waiver requested in the above response, no other access needs to be shown on this CSM.**

#### **Inspection Services Department comments**

- 10 *Inspection Services has no comments on the subject proposal at this time*

#### **Engineering Department comments**

- 11 *All comments from the county must be resolved*

**Response: County Comments have been included in the submittal.**

- 12 *All lots created by this land division must be included (lots 1, 2 & 3)*

**Response: The Applicant has requested a waiver from this requirement. See response above.**

- 13 *Show the land is served by public sanitary sewer and water*

**Response: Note added to Page 1.**

14 Show the wetland delineation (line, distance, and bearing)

**Response: Shown on added Page 3.**

15 Show the 30-foot wetland buffer and the 50-foot setback

**Response: Added to new Page 2.**

16 Show the ordinary high water mark of the navigable stream determined by the DNR

**Response: Added to new Page 2.**

17 Show the 75 ft shore buffer from the ordinary high water mark (OHWM)

**Response: Added to new Page 2.**

18 Label the delineated line south of the creek as the meander line (was this the OHWM determined by the DNR) or approximate meander line

19 **Response: Meander Line labeled.**

20 Show the public trust information note

21 **Response: Public Trust note added to Page 1**

22 On page 2 of 4,

a) On the 7th line of the legal description, on the 4th segment meander line should be read 70 degrees

**Response: Legal description corrected.**

23 On page 4 of 4, remove the word dedication under the Common Council Certificate of Approval No part of the land was dedicated to this proposal

**Response: Word removed.**

24 Need to convey land from the adjoining property by deed

**Response: Approved CSM to be used as the vehicle to convey the land from Sacred Heart to the Applicant.**

#### **Milwaukee County Register of Deeds comments**

Comment #1

**Response: Point of commencement revised.**

Comment #2

**Response: Legal description revised.**

Comment #3

**Response: Surrounding information depicted on CSM has been corrected.**

# CERTIFIED SURVEY MAP NO.

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

- INDICATES IRON PIPE FOUND
- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH WEIGHING 113 LBS PER LINEAL FOOT, SET

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

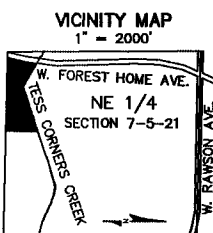
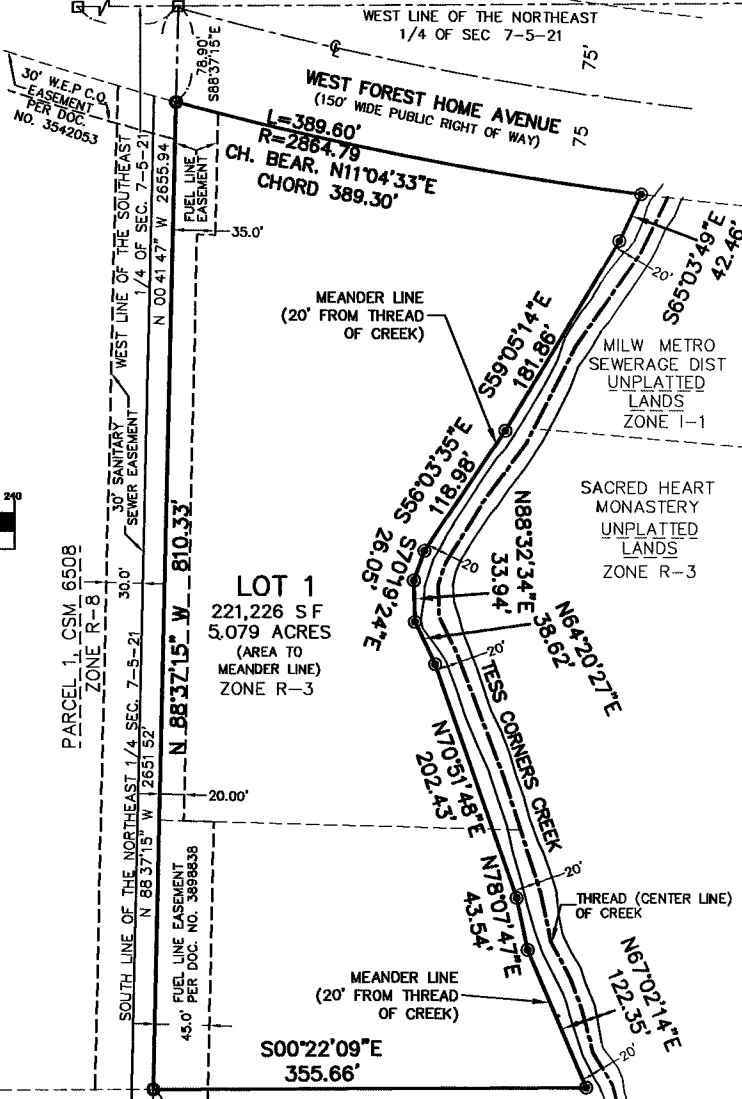
ALL BEARINGS SHOWN ARE REFER TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7-5-21 WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, BEARING OF N 88°37'15" W.

LAND SHOWN IS SERVICED BY PUBLIC SANITARY SEWER THAT IS LOCATED IN THE 30' SANITARY SEWER EASEMENT SHOWN ON MAP

PUBLIC TRUST INFORMATION  
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION

SW COR NE 1/4 SECTION 7-5-21  
CONC MON W/BRASS CAP  
N 337 362 98  
E 2,520 046 43

SW COR SE 1/4 SECTION 7-5-21  
CONC MON W/BRASS CAP  
N 334 727 42  
E 2 520,078 71

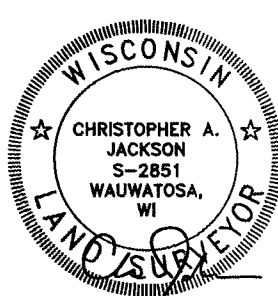


OWNERS:  
SACRED HEART MONASTERY, INC.  
P. O. BOX 289  
HALES CORNERS, WI 53130

&

CONGREGATION OF PRIESTS  
OF THE SACRED HEART, INC.  
P. O. BOX 289  
HALES CORNERS, WI 53130

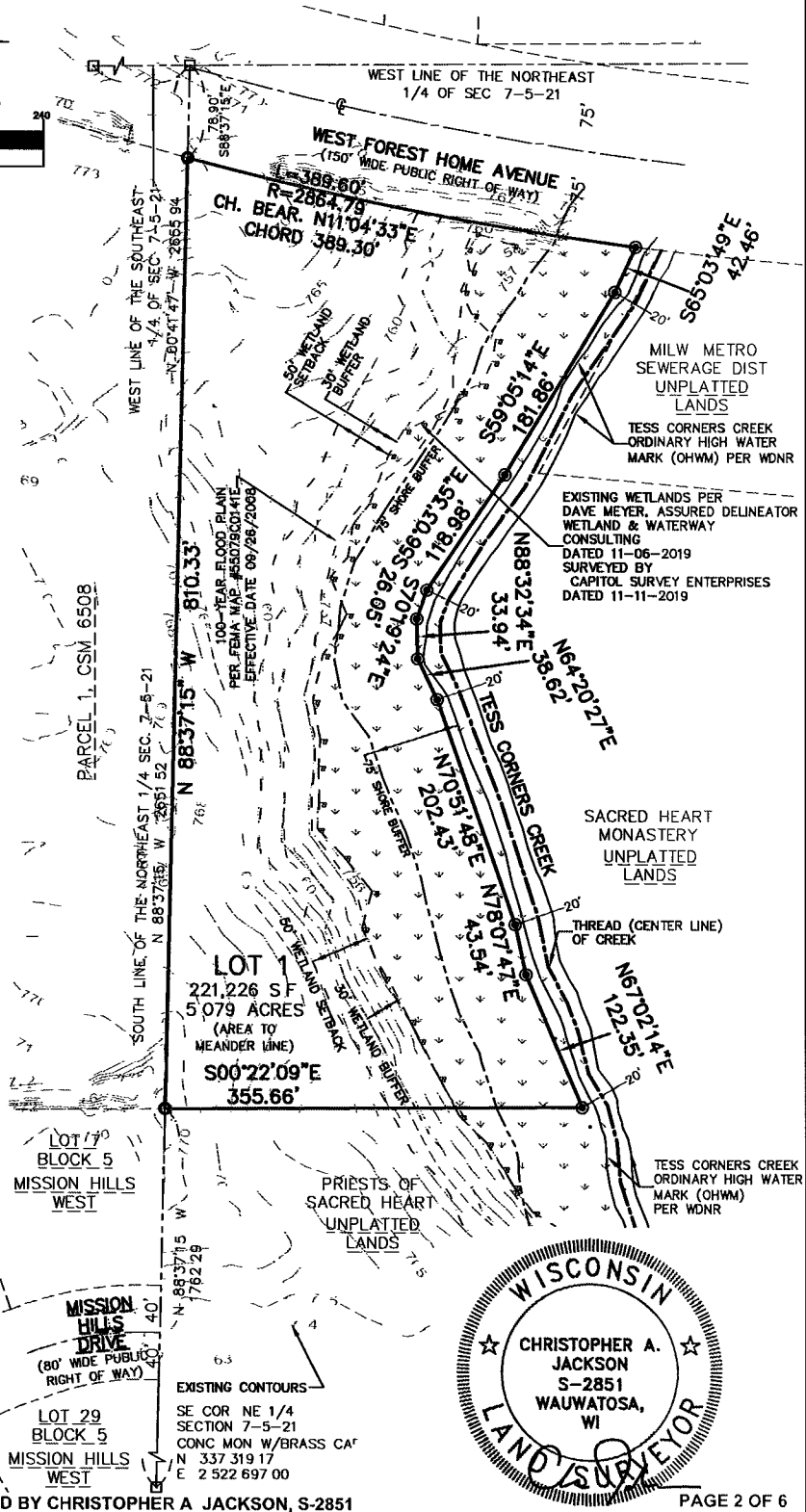
**CJ**  
engineering  
civil design and consulting  
9205 W Center Street  
Suite 214  
Milwaukee WI 53222  
PH (414) 443 1312  
www.cjengineering.com



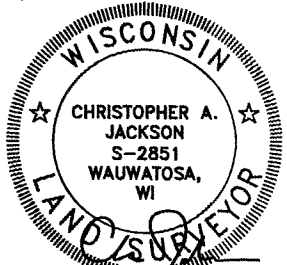
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

## NATURAL RESOURCES



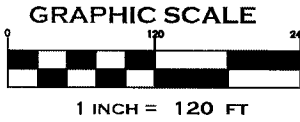
**CJ engineering**  
civil design and consulting  
9205 W Center Street  
Suite 214  
Milwaukee WI 53222  
PH (414) 443 1312  
www.cjengineering.com



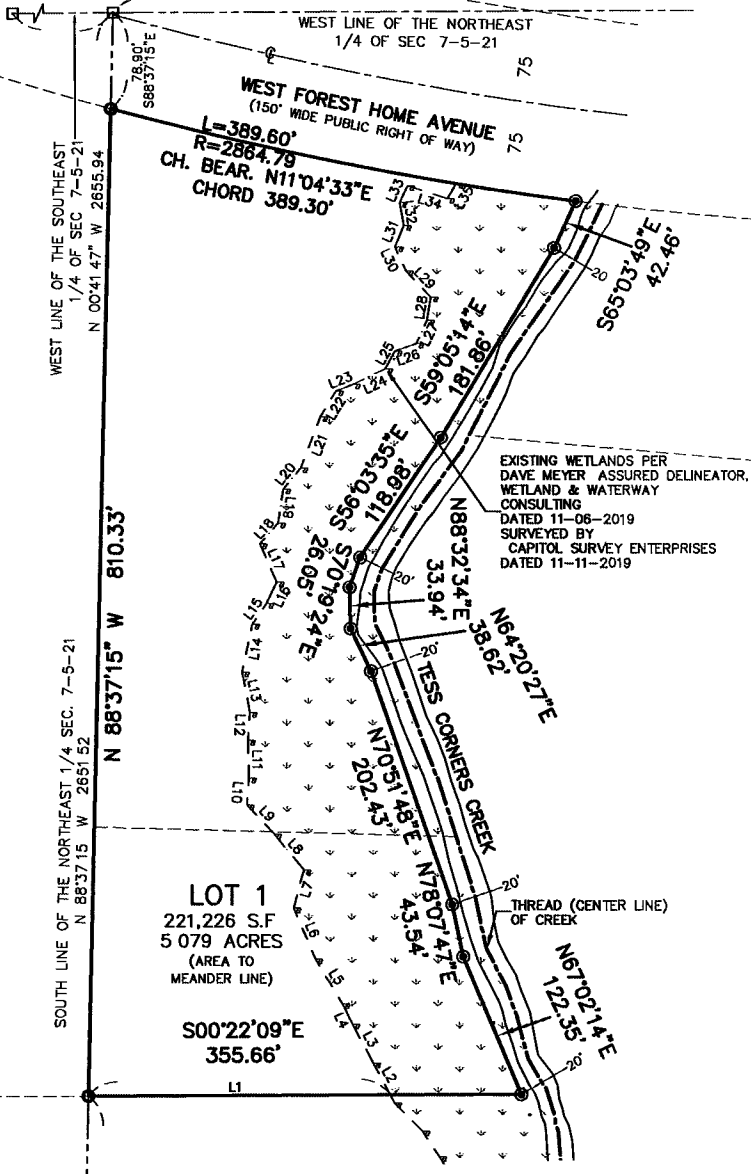
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

## WETLAND DELINEATION AND LINE TABLE



WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L1	247.71	N00°22'09"W
L2	29.53	N62°07'21"E
L3	36.05	N61°38'29"E
L4	18.45	N64°05'09"E
L5	42.82	N58°49'30"E
L6	45.30	N66°43'57"E
L7	32.44	S75°03'43"E
L8	37.91	N50°30'13"E
L9	32.57	N46°48'51"E
L10	22.06	S85°23'28"E
L11	31.04	N88°29'49"E
L12	22.96	S86°13'56"E
L13	33.70	N79°18'59"E
L14	40.11	S77°53'11"E
L15	20.65	S55°51'45"E
L16	19.56	S64°13'24"E
L17	34.33	N66°10'57"E
L18	22.78	S48°35'45"E
L19	28.21	S81°17'18"E
L20	22.56	S51°11'11"E
L21	45.04	S68°36'13"E
L22	24.91	S59°05'14"E
L23	14.94	S21°44'13"E
L24	29.65	S25°43'03"E
L25	16.38	S61°28'55"E
L26	18.85	S19°42'21"E
L27	21.07	S65°16'23"E
L28	19.25	S80°42'56"E
L29	29.48	N46°34'40"E
L30	21.97	N65°02'19"E
L31	18.81	S66°24'42"E
L32	19.62	N79°51'39"E
L33	14.94	S64°59'51"E
L34	34.23	S17°42'46"W
L35	14.39	N58°47'24"W



EXISTING WETLANDS PER DAVE MEYER ASSURED DELINEATOR, WETLAND & WATERWAY CONSULTING DATED 11-08-2019 SURVEYED BY CAPITOL SURVEY ENTERPRISES DATED 11-11-2019

LOT 1  
221,226 S.F  
5.079 ACRES  
(AREA TO MEANDER LINE)

S00°22'09"E  
355.66'

**CJ**  
engineering  
civil design and consulting  
9205 W Center Street  
Suite 214  
Milwaukee WI 53222  
PH (414) 443-1312  
www.cj-engineering.com

MISSION HILLS DRIVE  
(80' WIDE PUBLIC RIGHT OF WAY)

SE COR, NE 1/4 SECTION 7-5-21  
CONC MON W/BRASS CAP  
N 337.319 17  
E 2,522.697 00



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH,  
RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 7, THENCE N 88°37'15" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 1762.29 FEET TO THE NORTHWEST CORNER OF LOT 7 BLOCK 5 OF MISSION HILLS WEST ADDN NO 3, THE NORTHEAST CORNER OF PARCEL 1, CSM 6508, AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED, THENCE, CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, N 88°37'15" W 810.33 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WEST FOREST HOME AVE; THENCE NORTHEASTERLY 389.60 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF WEST FOREST HOME AVENUE AND ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2864.79 FEET, AND WHOSE CHORD BEARS N 11°04'33" E 389.30 FEET TO THE MEANDER LINE OF TESS CORNERS CREEK, THENCE ALONG THE MEANDER LINE S 65°03'49" E 42.46 FEET; THENCE S 59°05'14" E 181.86 FEET, THENCE S 56°03'35" E 118.98 FEET, THENCE S 70°19'24" E 26.05 FEET, THENCE N 88°32'34" E 33.94 FEET, THENCE N 64°20'27" E 38.62 FEET, THENCE N 70°51'48" E 202.43 FEET, THENCE N 78°07'47" E 43.54 FEET, THENCE N 67°02'14" E 122.35 FEET, THENCE S 00°22'09" E 355.66 FEET TO THE NORTHWEST CORNER OF LOT 7 BLOCK 5 OF MISSION HILLS WEST ADDN NO 3, THE NORTHEAST CORNER OF PARCEL 1, CSM 6508 AND THE POINT OF BEGINNING, TOGETHER WITH THOSE LANDS LYING BETWEEN THE MEANDER LINE AND THE THREAD OF TESS CORNERS CREEK


SAID LANDS CONTAINING 221,226 SQ FT (5.079 ACRES) MORE OR LESS.  
(MEASURED TO THE MEANDER LINE)

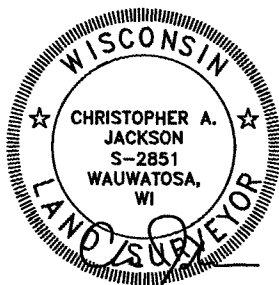
THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP AT THE DIRECTION OF SACRED HEART MONASTERY, INC & THE CONGREGATION OF PRIESTS OF THE SACRED HEART ,INC., OWNERS OF SAID LAND

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF MADE

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE DIVISION 15 IN SURVEYING, DIVIDING, AND MAPPING SAID LANDS.

DATED THIS 4th DAY OF DECEMBER, 2020.

  
CHRISTOPHER A JACKSON  
PROFESSIONAL LAND SURVEYOR, S-2851  
STATE OF WISCONSIN





**CERTIFIED SURVEY MAP NO.** \_\_\_\_\_

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH,  
RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

SACRED HEART MONASTERY, INC AND THE CONGREGATION OF THE PRIESTS OF THE SACRED HEART, INC,  
CORPORATIONS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES  
HEREBY CERTIFY THAT SAID CORPORATIONS CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED,  
DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP

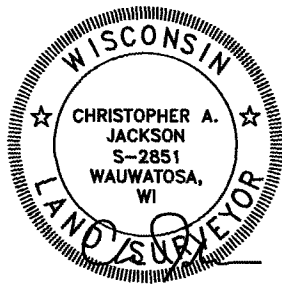
IN WITNESS WHEREOF, SACRED HEART MONASTERY, INC AND THE CONGREGATION OF THE PRIESTS OF THE  
SACRED HEART, INC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DN DAVID NAGEL, SCJ,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
DN DAVID NAGEL, SCJ

STATE OF WISCONSIN) SS  
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, DN DAVID NAGEL, SCJ OF THE  
SACRED HEART MONASTERY, INC AND THE CONGREGATION OF THE PRIESTS OF THE SACRED HEART, INC. AND  
THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND  
ACKNOWLEDGED THE SAME

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN  
MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH,  
RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

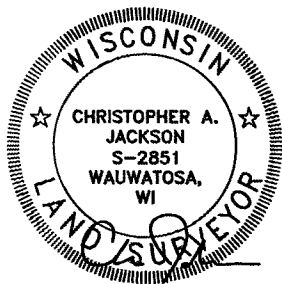
COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED AND ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN BY RESOLUTION  
NUMBER \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

APPROVED AND SIGNED

\_\_\_\_\_  
STEPHEN R OLSON, MAYOR, CITY OF FRANKLIN

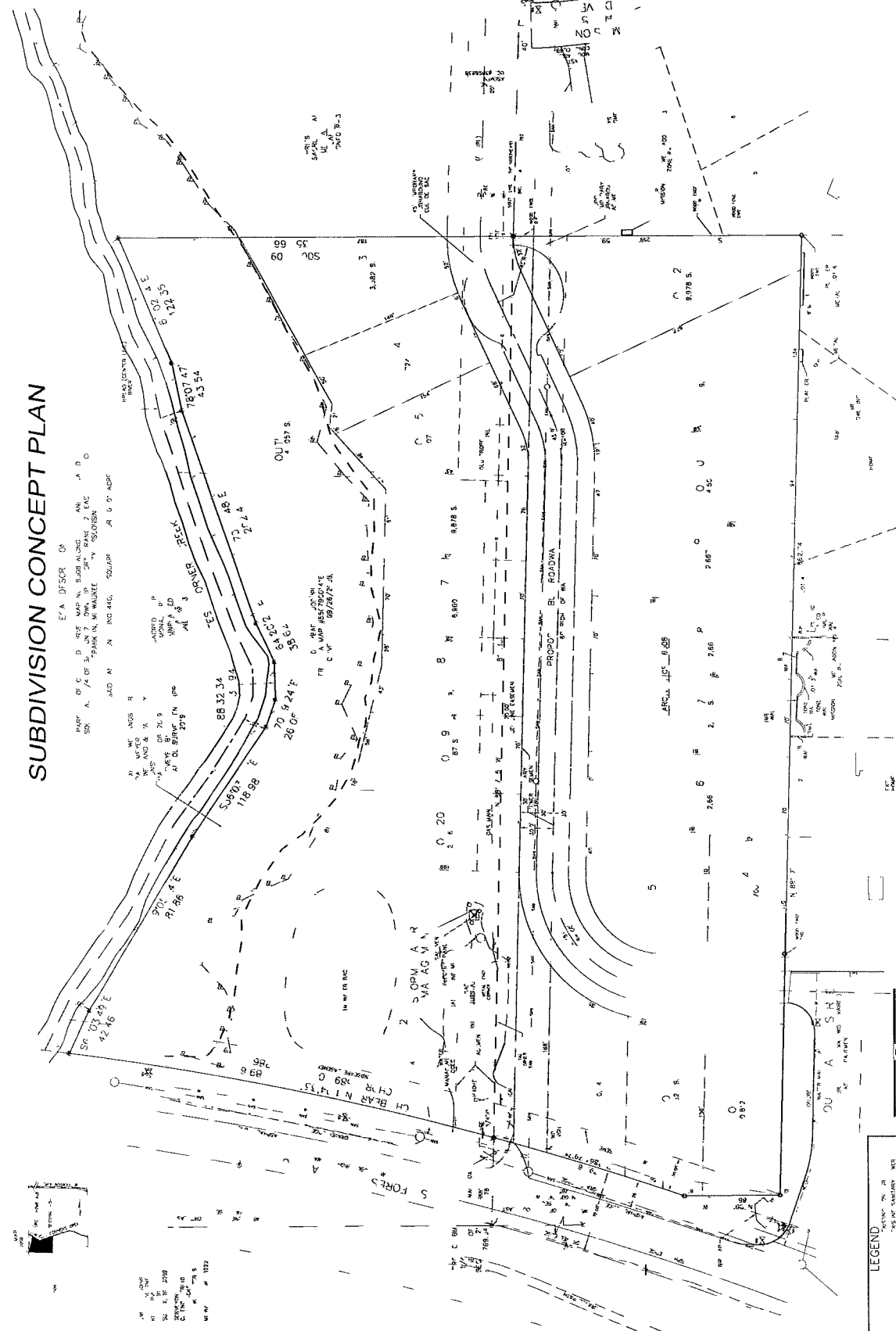
\_\_\_\_\_  
SANDRA L WESOLOWSKI, CITY CLERK





ENGINEERING  
civil design and consulting

# SUBDIVISION CONCEPT PLAN



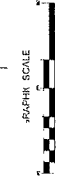
EIA DISCR OF  
MAP OF THE DISTRICT OF COLUMBIA  
SOUTH BAY, WASHINGTON, D.C.  
SOUTH BAY, WASHINGTON, D.C.  
SOUTH BAY, WASHINGTON, D.C.



DATE: 12/15/10  
SCALE: AS SHOWN  
DRAWN BY: J. J. [unreadable]  
CHECKED BY: [unreadable]

LEGEND	
(Symbol)	EXISTING 7' W/ 7' R
(Symbol)	7.5' W/ 7.5' R VARIATION
(Symbol)	NOT BOUND OR UNBOUND
(Symbol)	OVER ALL W/ 7' R
(Symbol)	OVER ALL W/ 7' R
(Symbol)	OVER ALL W/ 7' R
(Symbol)	OVER ALL W/ 7' R
(Symbol)	OVER ALL W/ 7' R
(Symbol)	OVER ALL W/ 7' R
(Symbol)	OVER ALL W/ 7' R

**DIAGNOSIS HOTLINE**  
1-800-242-8511  
www.Diagnosis.com



## Servi CSM – 1159 W Forest Home

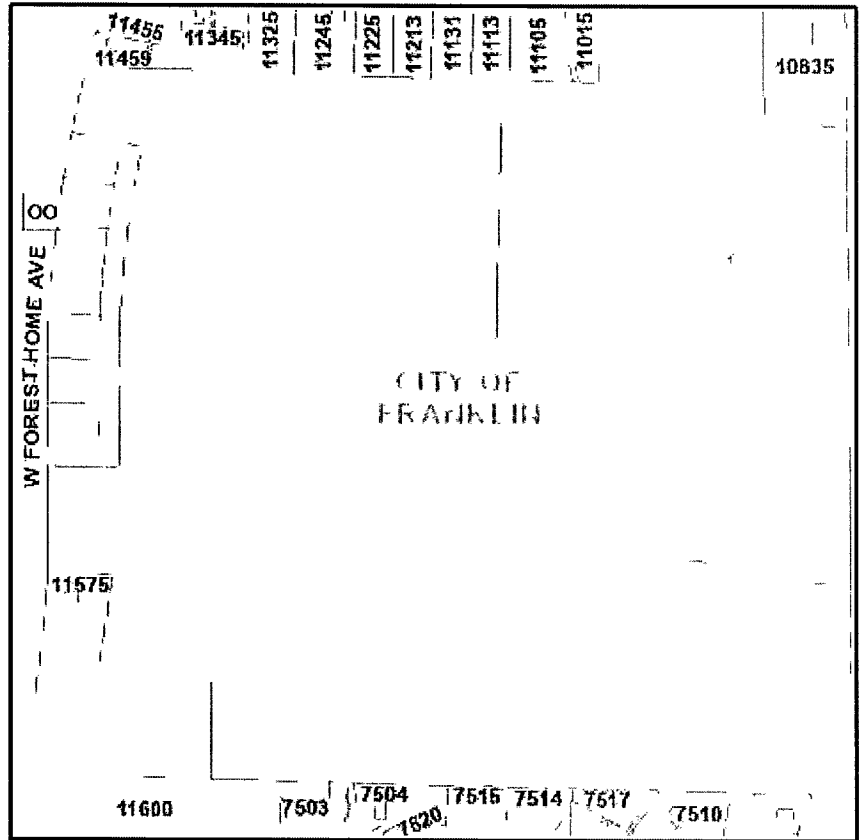
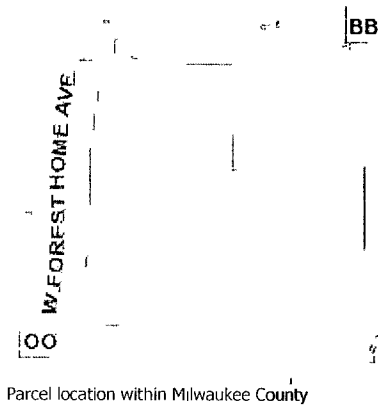
We are requesting a waiver to the requirement of including all of the 107 acres of land owned by the Sacred Heart because it is unnecessary to fulfill the purposes of the City ordinance and severe hardship would result from strict application thereof for the following reasons:

1. The owner, Sacred Heart has no interest at this time in having the rest of the land surveyed. There have no plans to develop any of the land, outside of the proposed CSM.
2. The additional property contains 107 acres of land. Surveying this additional land to include in the CSM with topography, wetlands, tree location and a complete natural resource plan will cost an additional \$30,000-40,000.
3. The additional work could not be completed until late spring. In order to meet the strict requirements of UDO we will need to delineate all the wetlands. This cannot be done until late April or May. This would delay the submittal and approval of the proposed CSM until at least June or July. This would then likely lead to a delay to the approval of any development plans on this property until 2022. (This delay would likely kill this project).
4. There is precedent for excluding the remainder of the land. The Franklin Park Subdivision just to the north of the proposed CSM was platted and removed from the existing Sacred Heart property deed without platting the rest of the land in the deed. In addition, the MMSD parcel was also carved out of their property without platting the remaining property. (See the attached tax information for this parcel).
5. The purpose of the CSM is to create a separate parcel which will then be purchased by Ken Servi. Once this is done, the plan is to submit for rezoning and preliminary plat to include this parcel along with the land currently owned by Ken Servi to the south of this CSM.

# Milwaukee County Land Information Parcel Report

TAXKEY: 7519998002

Report generated 12/16/2020 9:39:55 AM



Selected parcel highlighted

## Parcel Information

**TAXKEY:** 7519998002  
**Record Date:** 12/31/2019  
**Owner(s):** SACRED HEART MONASTERY

<b>Address:</b>		<b>Assessed Value:</b>	\$26,800
<b>Municipality:</b>	Franklin	<b>Land Value:</b>	\$26,800
<b>Acres:</b>	0.00	<b>Improvement Value:</b>	\$0

**Parcel Description:** AGRICULTURAL

**Zoning Description:** Residential: 1-Family

**Legal Description:** PT OF NE 7 5 21 DESC IN R 221 I 1801 DOC NO 4145786 EXC AREA DESC IN DOC NO 5939463 & EXC FRANKLIN PARK SUBD CONT 81.313 ACS

**School District:** FRANKLIN PUBLIC SCHOOL DISTRICT

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**BLANK PAGE**

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">01/05/2021</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR CALENDAR YEAR 2021</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.7.</p>

Since 2012, the City has hired a consultant to conduct monitoring of the quarry located in Planned Development Districts (PDD) No. 23 and 24. Pursuant to the PDD ordinances, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne and Dolan quarry operator. According to the 2021 City's budget, the funds allocated for Quarry Monitoring Services (Item 5218) is \$45,000, the amount for this item in 2020 was \$46,500.

The Quarry Monitoring Committee (QMC) recommended approval of this agreement at the December 17, 2020, regular meeting.

The proposed draft Professional Services Agreement with Stantec Consulting Services, Inc. is hereby included in this packet along with Attachment "A" Quarry Monitoring Services Scope of Work and Associated Cost. The previous scope of work for calendar year 2020 is attached for reference, changes from previous year include:

- Operations monitoring has been decreased from ten to nine events per year.
- The unit cost of blast monitoring has been reduced.
- The unit costs of exceptional blast complaint evaluation and quarterly report/presentation have been increased.

It can be noted that this would be the ninth consecutive year such a contract has been entered into with Stantec Consulting Services, Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, and an end-of-year report.

**COUNCIL ACTION REQUESTED**

Motion to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$45,000 subject to technical corrections by staff and the City Attorney.

-or-

Such other action as the Common Council may determine.

## **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

### **WITNESSETH**

WHEREAS, the CONTRACTOR is duly qualified and experienced as a quarry monitoring service contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

#### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A, which is attached and incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City for each such type of use.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.



## **II. FEES AND PAYMENTS**

The CITY agrees to pay the CONTRACTOR, as set forth in Attachment A, for and in consideration of the performance of Services as set forth in Attachment A, except as such services and fees may otherwise be amended in accordance with and as provided for by the terms of this AGREEMENT.

- A. The CONTRACTOR shall invoice the CITY at least quarterly but not more than once monthly for and following performance of services and delivery of required reports to the CITY. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in this original AGREEMENT, including Attachment A.
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager or designee. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the scope of work required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A and/or CONTRACTOR's original written response to the RFP, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

#### IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Principal, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.
- B. Régulo Martínez-Montilva, Principal Planner, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

#### V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in CONTRACTOR'S original response to the RFP) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

#### VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage, with an authorized insurance carrier operating within the State of Wisconsin, at least equal to the minimum limits set forth below:

- A. Limit of General/Commercial Liability \$2,000,000
- B. Automobile Liability: Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$3,000,000
- D. Worker's Compensation and Employers' Liability \$500,000 or per statute

E. Professional Liability whichever is greater  
\$1,000,000

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to the CITY, and naming the CITY as an additional insured for General Liability.

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to be entitled to and/or to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality 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.

## **VIII. TERM AND TIME FOR COMPLETION**

- A. The term of this agreement shall be from January 1 to December 31, 2021, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2021. In addition, the terms also anticipate the 4th quarter 2021 (October – December) report and presentation be provided during February 2022.
- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

## **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## **X. RECORDS RETENTION**

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

## **XI. CONFLICT OF INTEREST**

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

Further, the CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a review and written approval by the CITY is required for the CONTRACTOR to continue to perform work under this AGREEMENT.

**XII. PROFESSIONALISM**

The CONTRACTOR stipulates that the same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

**XIII. PURSUANT TO LAW**

Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR

BY \_\_\_\_\_

BY. Mike Digitally signed by  
Mike Roznowski

PRINT NAME Stephen R. Olson

PRINT NAME. Roznowski Date: 2020.12.18  
14:12:13 -06'00'

TITLE Mayor

TITLE Senior Principal

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Sandra L Wesolowski

PRINT NAME \_\_\_\_\_

TITLE City Clerk

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE. \_\_\_\_\_

BY \_\_\_\_\_

BY. \_\_\_\_\_

PRINT NAME Paul Rotzenberg

PRINT NAME. Jesse Wesolowski

TITLE Director of Finance and Treasurer

TITLE City Attorney

DATE. \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT A - QUARRY MONITORING SERVICES

### SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items each with their own associated professional fee is offered to the City by Stantec for calendar year 2021

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
<b>Operations Monitoring</b>	daily	\$700	9	\$6,300	Visual assessments around quarry perimeter concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary along with photos and short duration videos during periods of high winds. A percentage of the visits will also include on-site observations and records review.
<b>Blast Monitoring</b>	monthly	\$1,775	12	\$21,300	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street and 5800 W Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring allowing Stantec to have access to data anytime via the internet. No written reports or summaries will be provided monthly.
<b>Exceptional Blast Complaint Evaluation</b>	Per City request	\$1,000	3	\$3,000	For unusual blast events (e.g., those resulting in multiple complaints) at the City's request, Stantec will prepare a brief summary report describing: <ul style="list-style-type: none"> <li>• seismic data from both Stantec and Payne &amp; Dolan placed monitors</li> <li>• weather conditions (wind direction and speed) the day of the complaint</li> <li>• a figure showing locations of blast along with location of complaints</li> </ul>
<b>Quarterly Reports and Presentation</b>	Quarterly (May, August, November 2020, and February 2021)	\$3,600	4	\$14,400	Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> <li>• Operations monitoring completed in prior quarter</li> <li>• Blast monitoring completed in prior quarter (summary of blasting data comparing the Payne &amp; Dolan unit recordings to the Stantec unit recordings)</li> <li>• Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> <li>o For off-site dust complaints <ul style="list-style-type: none"> <li>▪ weather conditions (wind direction and speed) the day of the complaint</li> </ul> </li> <li>o For off-site seismic complaints <ul style="list-style-type: none"> <li>▪ seismic data from both Stantec and Payne &amp; Dolan placed monitors</li> <li>▪ weather conditions (wind direction and speed temp humidity precipitation) the day of the complaint</li> </ul> </li> <li>▪ a figure showing locations of blasts along with location of complaints</li> </ul> </li> </ul> <p>The February 2022 quarterly report and presentation will also summarize the operations and blast monitoring along with complaint evaluations completed during calendar year 2021. This annual report is not meant to repeat what has already been provided in the prior quarterly reports; rather, it is intended to be a brief summary.</p>
<b>TOTAL (compared to budget: \$45,000)</b>				<b>\$45,000</b>	

**Note:** The number of Exceptional Blast Complaint Evaluations is estimated, since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined and agrees not to exceed the approved budget without prior approval.



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)  
9/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME</b> _____	
	<b>PHONE</b> (A/C, No, Ext.) _____	<b>FAX</b> (A/C, No.) _____
<b>E-MAIL ADDRESS</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1414100 STANTEC CONSULTING SERVICES INC 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012	<b>INSURER A</b> Berkshire Hathaway Specialty Insurance Company	22276
	<b>INSURER B</b> AIG Specialty Insurance Company	26883
	<b>INSURER C</b>	
	<b>INSURER D</b>	
	<b>INSURER E</b>	
	<b>INSURER F</b>	

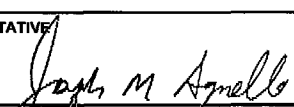
**COVERAGES**                      **CERTIFICATE NUMBER:** 14180680                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2020	10/1/2021	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE FRANKLIN QUARRY MONITORING SERVICES - STANTEC PROJECT# 193703639

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

<b>14180680</b> CITY OF FRANKLIN 9229 WEST LOOMIS ROAD, FRANKLIN WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Policy No: 47-EPP-308810 , NO RETROACTIVE DATE**

**Named Insured: See Attached Certificate**

**PROFESSIONAL LIABILITY  
NOTICE OF CANCELLATION FOR THIRD PARTIES**

**This contract is amended as follows:**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)  
4/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

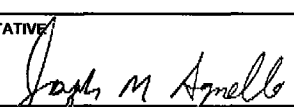
PRODUCER LOCKTON COMPANIES 444 W 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1426517 STANTEC CONSULTING SERVICES INC 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	INSURER A	Berkshire Hathaway Specialty Insurance Company 22276
	INSURER B	Travelers Property Casualty Co of America 25674
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES CERTIFICATE NUMBER: 14665593 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 MEQUON, WI, STANTEC PROJECT# 193703639, RE FRANKLIN QUARRY MONITORING SERVICES - 2016 CITY OF FRANKLIN IS AN ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED IF REQUIRED BY WRITTEN CONTRACT THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER

<b>CERTIFICATE HOLDER</b> 14665593 CITY OF FRANKLIN 9229 WEST LOOMIS ROAD, FRANKLIN WI 53132	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

GL NUMBER	DESCRIPTION	2021 MAYOR'S RECOMM BUDGET	2021 DEPT REQUEST BUDGET	2020 PROJECTED ACTIVITY	2020 ORIGINAL BUDGET	2019 ACTIVITY	2018 ACTIVITY
Dept 0621 - PLANNING							
Totals for dept 0621 - PLANNING							
* NOTES TO BUDGET DEPARTMENT 0621 PLANNING							
5218	QUARRY MONITORING SERVICE	443,591	597,177	450,324	433,630	431,191	376,068
	FOOTNOTE AMOUNTS	52,900	52,900	52,900			
	Since 2012, the City has hired a consultant to conduct monitoring of the quarry Pursuant to the quarry PDDs, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne & Dolan quarry operator.						
	FOOTNOTE AMOUNTS:	(7,900)					
	Mayor's Recommend - align expenditure appropriation with revenue from Operator		52,900	52,900			
	ACCOUNT '5218' TOTAL	45,000	52,900	52,900			
5219	OTHER PROFESSIONAL SERVICES						
	FOOTNOTE AMOUNTS		44,000	44,000			
	Hiring outside temporary professional planning services This will be needed if we don't bring on additional staff in some fashion It should be noted that this amount of money in 2020 is for 353 hours of consultant service A HT intern is 1,040 hours, and a new planner is 2,080 hours						
5223	FILING FEES						
	FOOTNOTE AMOUNTS	200	200	200			
	This line item is for recording documents at the Milwaukee County Register of Deeds Office						
5242	EQUIPMENT MAINTENANCE						
	FOOTNOTE AMOUNTS	3,500	3,500	2,500			
	New for 2019, this line item includes an estimated \$1,500 for annual maintenance of the proposed MapLink zoning map/zoning code GIS product. This line item also includes the cost of the copier/printer user charges and service calls						
5312	OFFICE SUPPLIES						
	FOOTNOTE AMOUNTS:	4,000	4,000	3,500			
	Currently we're running over the budget. I am reorganizing various line items to reflect that most funds will not see an increase overall beyond the Capital Outlay requests or personnel						
5313	PRINTING						
	FOOTNOTE AMOUNTS					500	
5332	VEHICLE SUPPORT						
	FOOTNOTE AMOUNTS	1,000	1,000				
	We have a vehicle that requires maintenance occasionally. I don't know if DPW does that City-wide but I'll add to my budget.						

# QUARRY MONITORING SERVICES

## SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2020

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
<b>Operations Monitoring</b>	daily	\$700	10	\$7,000	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds
<b>Blast Monitoring</b>	monthly	\$1,800	12	\$21,600	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to complete this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S. 51st Street and 5800 W. Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a separate power source. Maintenance/repair and annual calibration of seismographs are included. This type of calibration will be provided continuously (24/7) remote monitoring, allowing Stantec to have access to data anytime via the internet. No on-site reports or summaries will be provided monthly
<b>Exceptional Blast Complaint Evaluation</b>	Per City request	\$900	3	\$2,700	For unexplained blast events (e.g., those resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing the event. This report will include: <ul style="list-style-type: none"> <li>• seismic data from Payne &amp; Dolan placed monitors</li> <li>• weather conditions (wind direction and speed) the day of the complaint</li> <li>• a figure showing locations of blasts along with location of complaints</li> </ul>
<b>Quarterly Reports and Presentation</b>	Quarterly (May, August, November 2020, and February 2021)	\$3,575	4	\$14,300	Stantec will prepare a quarterly report being distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meeting. The report will include: <ul style="list-style-type: none"> <li>• Operations monitoring completed in prior quarter (summary of blasting data, comparing the Payne &amp; Dolan unit recordings, to the Stantec Unit recordings)</li> <li>• Citizen complaints received by the City of McKinney in prior quarter <ul style="list-style-type: none"> <li>o For off-site dust complaints (direction and speed) the day of the complaint</li> <li>o For off-site seismic complaints (direction and speed) the day of the complaint</li> <li>o weather conditions (wind direction and speed; temp ; humidity, precipitation) the day of the complaint</li> <li>o a figure showing locations of blasts along with location of complaints</li> </ul> </li> </ul> <p>The February 2021 quarterly report and presentation will also summarize the operations and blast monitoring, along with complaint evaluations, completed during calendar year 2020. This annual report is not meant to repeat what has already been provided in the prior quarterly reports, rather, it is intended to be a brief summary</p>
<b>TOTAL (compared to budget: \$46,500)</b>				<b>\$46,500</b>	

**Note:** The number of Exceptional Blast Complaint Evaluations is estimated, since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined and agrees not to exceed the approved budget without prior approval.

**BLANK PAGE**

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">01/05/2021</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A HAIR SALON USE UPON PROPERTY LOCATED AT 10700 WEST VENTURE DRIVE, SUITE A  (NOVA SALON SUITES, LLC, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.8.</p>
<p>At the regular meeting of the Plan Commission on December 17, 2020, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for a hair salon use upon property located at 10700 West Venture Drive, Suite A.</p> <p>The Plan Commission's recommendations in regard to the Special Use has been reflected in the attached draft Resolution.</p> <p>The proposed salon will be located in an existing building and does not contemplate any exterior changes; as a result there is no related site plan amendment.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to approve Resolution 2020-_____, imposing conditions and restrictions for the approval of a Special Use for a hair salon use upon property located at 10700 West Venture Drive, Suite A. (Nova Salon Suites, LLC, LLC, Applicant).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[Draft 11-24-20]*

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A SPECIAL USE FOR A HAIR SALON USE UPON  
PROPERTY LOCATED AT 10700 WEST VENTURE DRIVE, SUITE A  
(NOVA SALON SUITES, LLC, APPLICANT)

---

WHEREAS, Nova Salon Suites, 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 operate a hair salon (four 1,118 square foot hair salon suites (subleased to independent contractor hair stylists who each have their own licenses and insurance), with one chair in each suite, a break room with a sink, a washer and dryer, new flooring and a new acoustical ceiling, with hours of operation generally from 9:00 a.m. to 9:00 p.m., Tuesday through Saturday) in Suite A of the multi-tenant building located at 10700 West Venture Drive, bearing Tax Key No. 705-8989-011, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 4804, being a part of the North West 1/4 of the North West 1/4 of Section 5, in Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin, being a redivision of Parcel Nos. 2 and 3 of Certified Survey Map No. 4743, recorded on August 21, 1986, Reel 1942, Image 1197, as Document No. 5953282; 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 17th day of December, 2020, 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

NOVA SALON SUITES, LLC – SPECIAL USE  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

the City of Franklin, Wisconsin, that the petition of Nova Salon Suites, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Nova Salon Suites, LLC, successors and assigns, as a hair salon use, which shall be developed in substantial compliance with, and operated and maintained by Nova Salon Suites, LLC, pursuant to those plans City file-stamped \_\_\_\_\_, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Nova Salon Suites, 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 Nova Salon Suites, LLC hair 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 Nova Salon Suites, LLC and the hair salon use for the property located at 10700 West Venture Drive, Suite A: (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 Nova Salon Suites, 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 separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

NOVA SALON SUITES, LLC – SPECIAL USE  
RESOLUTION NO. 2020-\_\_\_\_\_

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 \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

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

ATTEST:

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

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



**CITY OF FRANKLIN**  
**REPORT TO THE PLAN COMMISSION**  
**Meeting of December 17, 2019**

**Special Use**

---

**RECOMMENDATION:** City Development Staff recommends approval of the proposed Special Use application for a Hair Salon business use for Nova Salon Suites, LLC, upon property located at 10700 West Venture Drive, Suite A Lower, subject to the conditions set forth in the attached draft resolution.

---

<b>Project Name:</b>	Nova Salon Suites, LLC, Special Use
<b>Project Address:</b>	10700 West Venture Drive, Suite A
<b>Applicant:</b>	Nova Salon Suites, LLC, Jacqueline Anderson
<b>Owners (property):</b>	Kendall Breunig (dba Sunset Investors)
<b>Current Zoning (easement area):</b>	M-1 Limited Industrial District
<b>Use of Surrounding Properties:</b>	Automobile dealerships to the north and south and industrial uses to the east and west
<b>Applicant Action Requested:</b>	Recommendation of approval to the Common Council for the proposed Special Use application for a Hair Salon business use for Nova Salon Suites, LLC, upon property located at 10700 West Venture Drive, Suite A Lower
<b>Planner:</b>	Marion Ecks, Associate Planner

---

**Introduction:**

On October 12, 2020, Jacqueline Anderson filed a Special Use application with the Department of City Development for a hair salon use out of an existing structure upon property located at 10700 West Venture Drive, Suite F. The property is zoned M-1 Limited Industrial District, which allows Standard Industrial Classification (SIC) Title No. 7231 "Beauty Shop" as a Special Use.

**Project Description/Analysis:**

According to the applicant, Nova Salon Suites, LLC, is a full-service salon which subleases to licensed hair stylists. The operators also have another location in Hales Corners. Proposed hours of operation are from 9:00 A.M. to 9:00 P.M. Tuesday through Saturday, and the business plans to be closed on Sunday and Monday. The applicant has also requested that stylists be able to serve clients outside of regular business hours, should the need arise. Extended hours would be from 8:00 A.M. to 10:00 P.M.

The applicant has provided responses to the special use standards and regulations. They note that the surrounding tenants use the building primarily for office space with storage for equipment. The unit Nova Salon will be in is more suitable to a commercial user, as it is the "endcap" with additional windows.

The salon will 1,118 square feet of space. They are not proposing any exterior building or site modifications, overnight parking, or outdoor storage. Staff has no concerns with the proposed parking situation. Signage approvals must be sought from the Inspection Services Department.

**Staff Recommendation:**

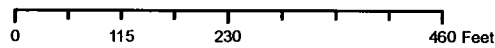
City Development Staff recommends approval of the proposed Special Use application for a Hair Salon or “Beauty Shop” business use for Nova Salon Suites, LLC, upon property located at 10700 West Venture Drive, Suite A Lower subject to the conditions set forth in the attached draft resolution.



10700 W. Venture Drive  
TKN 705 8989 011



Planning Department  
(414) 425-4024

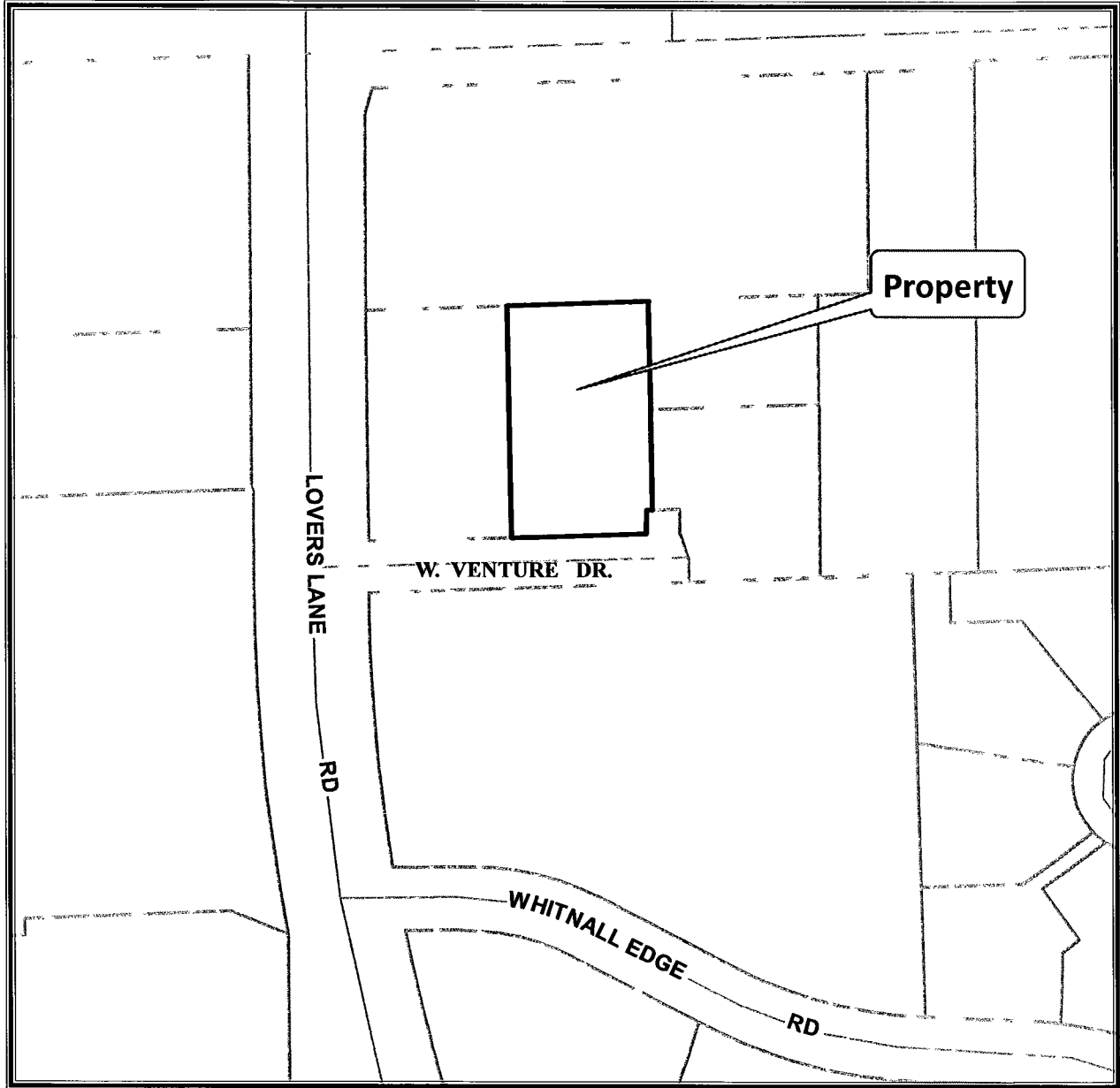


2017 Aerial Photo

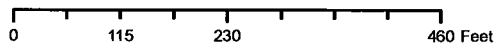
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*



10700 W. Venture Drive  
TKN 705 8989 011



Planning Department  
(414) 425-4024



2017 Aerial Photo

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

# ZONING COMPLIANCE APPLICATION

## PROJECT SUMMARY

**For:** Nova Salon Suites, LLC  
c/o Jacquie Anderson, manager

**Date:** August 10, 2020  
Revised 12/6/2020

**Location:** 10700 W. Venture Drive  
Suite A Lower  
Franklin WI 53132

**Nova Salon Suites, LLC** is a full-service hair salon. The individual suites are subleased to Independent Contractor Hair Stylists, who each have their own state license, establishment license and insurance. Nova Salon Suites is also located at 10691 W Parnell Ave, Hales Corners. That location will remain open.

**Building Modifications:** build 4 hair salon suites with one chair each for suite. Each suite will have a hair wash sink and a hand sink. Add a break room with sink. Add a washer and dryer. New flooring and new acoustical ceiling. Cost \$40,000

**Site Improvements:** None, Cost \$0

**Number of Employees:** 4, plus potentially up to 6 customers at a time if 2 in the waiting room.

**Hours of Operation:** Normal hours are 9 am to 9 pm Tuesday through Saturday. Typically, closed Sundays and Mondays. However, depending on the client needs, the stylists could be there from 8am to 10pm.

**Size of Suite:** 1,118sf. Does not include the rear warehouse area.

**Vehicles:** Cars in front parking lot. No vehicles over 8,000 pounds.

**DIVISION 15-3.0700      SPECIAL USE STANDARDS AND REGULATIONS**

**SECTION 15-3.0701      GENERAL STANDARDS FOR SPECIAL USES**

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

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

*M-1 is the current zoning and the Comprehensive Master Plan maintains the Industrial use and the adjacent Boucher VW is Commercial. A salon would also fit into Commercial zoning*

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

*The building does not abut a residential district. The only exterior activity is parking. There are 4 salon suites, so the maximum number of cars ever there would be 8. This is the only retail type use in the building, and it is the endcap nearest to Venture Drive, so the customers will park closest to Venture Drive.*

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

*This occupancy is in an existing office/warehouse suite. Adjacent tenants are an office for a packaging designer, and a lawn care service. Adjacent properties are Holz Chevrolet, Boucher VW, Kindercare and EZ Self Storage. It is fenced from Holz and Kindercare. A salon has no outdoor activity other than parking, so it will not interfere with surrounding development.*

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

*Adequate Public Facilities exist. This is an existing 30 year old building with all utilities existing. There is a screened refuse disposal area shared by all the building tenants located behind the building.*

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

*This is a low volume traffic business. I have owned the building for about 25 years and on a couple occasions 15+ years ago one tenant had large meetings. For those meetings we allowed some overflow parking in the rear of the building. Other than that, parking has never been a problem. There is some street parking, but the Boucher employees fill it all up every day. The city should enforce the use permit for Boucher against semis unloading in Venture Drive which occurs regularly.*

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

*There is no destruction, no construction. This is an existing building.*

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

*All M-1 Zoning standards are complied with.*

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

*None listed.*

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

1. **Public Benefit.** Whether and to what extent the proposed use and development at

the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

*The majority of Nova Salon customers are from the surrounding areas within a 5 to 10 mile radius. The Existing Nova Salon is located less than a mile North in Hales Corners. This additional location will allow them to meet the demand of their current customer base, and expand.*

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

*Nova Solans prefers to be somewhere in the Hwy 100 Commercial District. Someplace in Greenfield would be the other option.*

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

*The entrance is visible to the public and is a private entry door. Landscaping exists at that corner of the building. The truck access for the other tenants in the building is in the rear of the building.*

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

*A lot of the other tenants in the building are contractors and make use of the overhead garage doors on the back side of the building. A salon is more of a retail use. This suite is the endcap and the only one with additional windows, and the most suitable for a retail type use.*



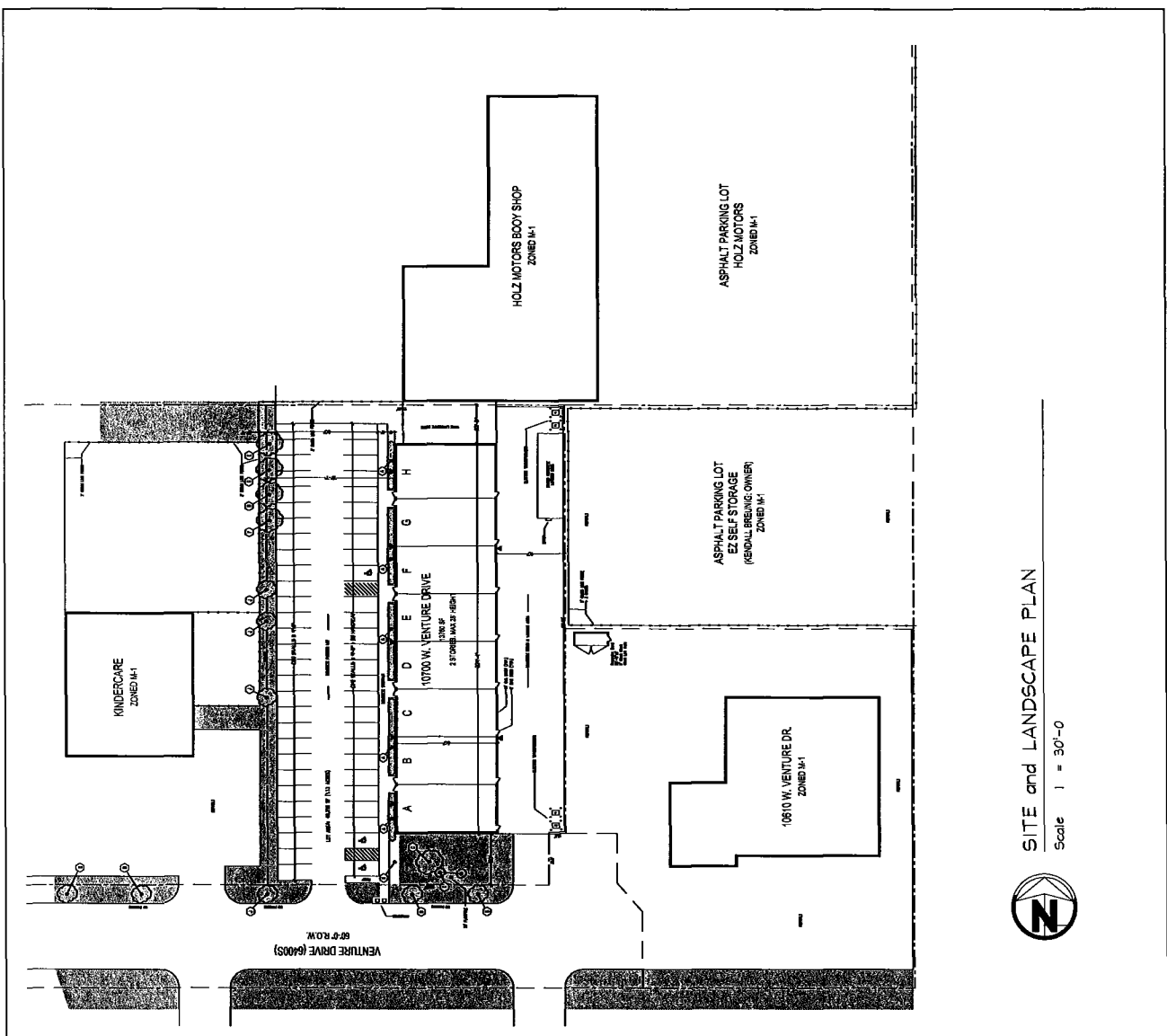
**APPLICANT**  
 Nova Salon Suites, LLC  
 c/o Jacqueline Anderson  
 10691 W Farrell Avenue, #2  
 Hales Corners, WI 53130  
 (414)-628-5504

**ENGINEER**  
 Kendall Breunig, P.E.  
 10535 W College Avenue  
 Franklin, WI 53132  
 414-529-8352

**ZONING APPROVAL FOR**  
 Nova Salon Suites, LLC  
 Unit A Lower  
 10700 W Venture Drive  
 Franklin, WI 53132

**BUILDING OWNER**  
**SUNSET INVESTORS**  
 10535 W College Avenue  
 Franklin, WI  
 414-529-8352

Drawn By: \_\_\_\_\_  
 Checked By: \_\_\_\_\_  
**SITE PLAN**  
 Date: August 05, 2020  
 Sheet No. **C-100**



**SITE and LANDSCAPE PLAN**  
 Scale 1" = 30'-0"

COMPANY	REQUIREMENTS	REQUIRED
NAME	PARKING	PARKING
DATE		
LOWER NOVA SALON SUITES, LLC	4.8	0
UPPER PACKAGING PARTNERS	5.6	0
WE CARE LAWN CARE	3.1	0
LOWER VACANT	1.7	0
UPPER BADGER ALARMS SECURITY	5.8	0
TENTISEAL EXTERIORS	2.6	1
PROBPRINTING	3.1	0
LOWER FRANKLIN CITY INVESTMENTS, LLC	0.9	0
UPPER ACTION PAPER, INC	2.4	0
UPPER VACANT	3.6	0
UPPER INTERACTIVE MARKETING PROMOTIONS	4.8	0
INTERACTIVE MARKETING PROMOTIONS	5.6	0
<b>TOTAL</b>	<b>60</b>	<b>1</b>

EXISTING LANDSCAPE SCHEDULE	TYPE	SCIENTIFIC NAME
A SPREADING JUMPERS FULL DEVELOPED HEDGE	SHADE TREE	JUMPERS COMPANIS
B NORWAY MAPLE (F 6)	SHADE TREE	ASPT PLATANOIDES
C 2X COLORADO GREEN SPRUCE	EVERGREEN	PICEA P. MARSHII
D 2X DOUGL. FIR	EVERGREEN	ABIES MILLENA
E 1X HOLLUBERRY (18")	CANDY TREE	MOUSIS RUBRA
F 2X HOLLUBERRY (20")	CANDY TREE	MOUSIS RUBRA
G 1X DOG ONE	EVERGREEN	PRUNUS LAURO
J 1X HEDGE MADE BY THE STREET (MAPLE 14")	SHADE TREE	ACE UP VASE
K 1X MULCH BED BY 100 STRELLA DE ORO DAY LILY	PERENNIAL	HODICOLLUS STRELLA DE ORO

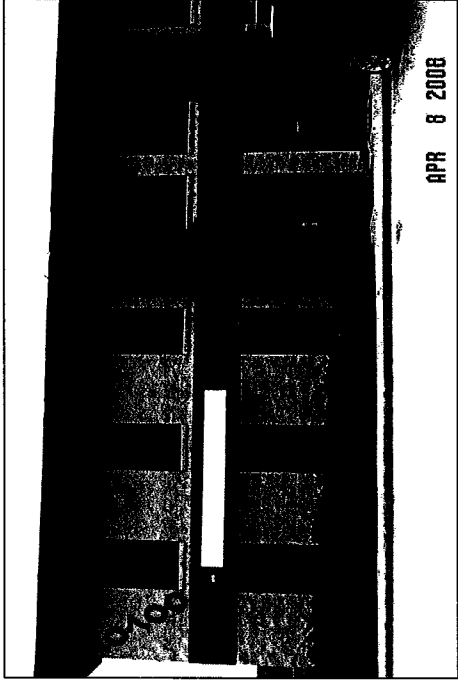
**GENERAL NOTES**  
 PARKING: PARKING IS NOT ASSIGNED IN GENERAL. THE PARKING FOR ANY UNIT IS NEAR FRONT DOOR. BUT CAN BE ANYWHERE IN THE NEAR PARKING LOT.  
 REAR LOADING AREA:  
 #1 FOR LOADING REAR ONLY TRUCKS ONLY.  
 SEWAGE:  
 SEWERS ALLOWED TO USE FOR DOGS SPACE IN THE 12" INTERVALS IF FOUND ON THE FRONT OF BUILDING OR FOR EACH UNIT. AND HAVE BEEN THERE SINCE THE BUILDING WAS CONSTRUCTED IN 1987. CONTACTED FOR THIS INFORMATION.

**LIGHTING**  
 ▲ THEFT LIGHTS AS REQUIRED 11' HIGH

SETBACK SCHEDULE	REQUIRED BY M-1	PROVIDED
FRONT YARD	32'-0"	75'-0"
REAR YARD	15'-0"	40'-0"
SIDE YARD	20'-0"	22'-0"
CORNERSIDE YARD	30'-0"	30'-0"

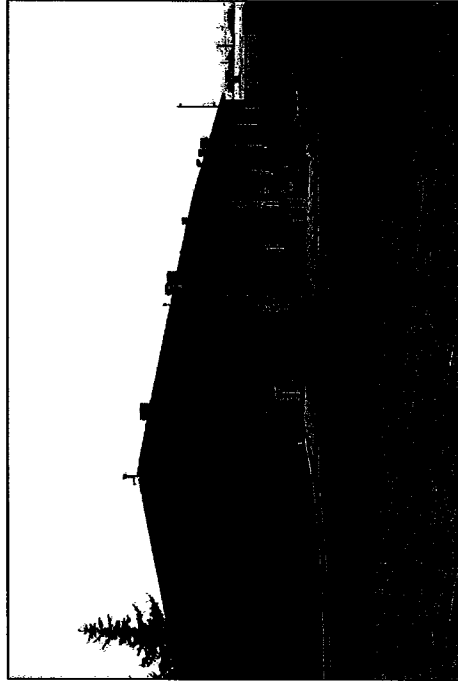
Revisions: \_\_\_\_\_

ENGINEER: KENDALL BREUNIG, PE 10535 W COLLEGE AVE. FRANKLIN WI 53132 PH (414) 529-8352	OWNER: SUNSET INVESTORS: KENDALL BREUNIG 10535 W COLLEGE AVE FRANKLIN WI 53132 PH (414) 529-8352	APPLICANT:	SPECIAL USE APPROVAL	<b>SUNSET INVESTORS</b> 10535 W COLLEGE AVE FRANKLIN WI 53132 PH (414) 529-8352 WWW.SUNSETINVESTORS.COM	DRAWING NUMBER: 2008-0001 SHEET: 001 OF 001 PROJECT: KENDALL BREUNIG	SITE PHOTOS 01.11.2008	SHEET 1
--	--	------------	----------------------	---	--	---------------------------	------------



APR 8 2008

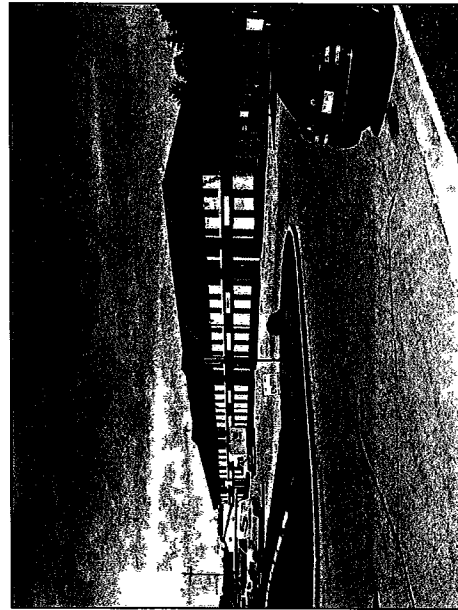
FRONT ENTRY & SIGN



REAR ELEVATION



ARIAL VIEW



FRONT FACADE

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 1/5/21</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>PARKS COMMISSION RECOMMENDATION TO REPLACE THE FAILING BRIDGE IN JACK WORKMAN PARK</p>	<p>ITEM NUMBER G.9.</p>

At the October 17, 2020 Parks Commission meeting, the Commission undertook their annual “Tour of the Parks” to inspect City of Franklin park facilities. One of the issues that was raised during this inspection is the failing condition of the wooden foot bridge in Jack Workman Park, located at 3674 W. Forest Hill Ave.

At the November 9, 2020 meeting, the Parks Commission adopted a motion to recommended to Common Council the “demolition [of] a bridge at Jack Workman Park and replace it with a culvert, led by the Department of Public Works.”

The existing wood bridge will be removed, and a culvert installed on the existing asphalt trail to facilitate crossing an area of trail which occasionally floods.

**Fiscal Note**

Appropriations exist in the 2021 Department of Public Works Budget for this project.

**COUNCIL ACTION REQUESTED**

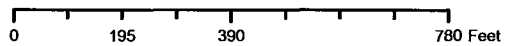
A motion to direct the City of Franklin Department of Public Works to replace the footbridge at Jack Workman Park (3674 W. Forest Hill Ave) with a culvert.



3674 W. Forest Hill Ave.  
TKN: 808 0044 000



Planning Department  
(414) 425-4024



2017 Aerial Photo

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

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> Jan 5, 2021
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorize engagement of a 2020 Single Audit of Federal and WI Grant dollars with Baker Tilly for a fee not to exceed \$13,000</b>	<b>ITEM NUMBER</b> G.10.

**Background**

The City of Franklin annually accepts grants from Federal and Wisconsin sources. Typically, those grant applications are requested for approval by the Common Council. Once the City accepts more than \$700,000 of Federal grant funding, the Single Audit Act Amendments of 1996 require a review of the City's financial records and a report of those expenditures. The State of Wisconsin has piggybacked with its audit requirements of State Grant fund expenditures whenever a Federal Single Audit is required.

The COVID-19 Pandemic has resulted in the City of Franklin receiving many more grant dollars than in prior years. It is estimated that total Grant funding in 2020 will approach \$1 million. These expenditures will require the City to submit to a Single Audit of the grant expenditures. The audit is required to be completed by September 30, 2021, unless extended by the Federal agents. Considering the extent of Federal Grant dollars and that no audit guidance has been issued as of this date, Baker Tilly has advised that the filing requirements are expected to be extended.

The Common Council will be apprised of the audit results when available.

**Analysis**

Attached is an engagement letter with Baker Tilly US, LLP, the City 's 2020 auditors for a single audit of 2020 Federal and Wisconsin Grant funding.

The last single audit the City has was in 2010. That audit produced a passing opinion, the most desirable opinion the City could receive.

Baker Tilly estimates the Single Audit will cost no more than \$13,000.

The DRAFT Engagement letter has been provided to the City Attorney for review.

**Recommendation**

Staff recommends approval of the engagement letter.

**COUNCIL ACTION REQUESTED**

Motion to Authorize engagement of a 2020 Single Audit of Federal and WI Grant dollars with Baker Tilly for a fee not to exceed \$13,000.



Baker Tilly US, LLP  
777 E Wisconsin Ave, 32nd Fl  
Milwaukee WI 53202-5313

T +1 (414) 777 5500  
F +1 (414) 777 5555

bakertilly.com

December 18, 2020

Mr Paul Rotzenberg  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

Dear Mr Rotzenberg

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors

This letter covers the federal and state awards expended by the City of Franklin for the year ended December 31, 2020

### **Service and Related Report**

Previously, we have audited the basic financial statements of the City of Franklin as of and for the year ended December 31, 2020, and the related notes to the financial statements. Our audit was made in accordance with auditing standards generally accepted in the United States of America.

The City of Franklin is also required to be audited according to the Single Audit Act Amendments of 1996, *Government Auditing Standards*, *OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines* which require a financial and compliance audit of the federal and state awards of the City of Franklin for the year ended December 31, 2020.

We will also submit to you our report on the following supplemental information that will be subjected to the auditing procedures applied in our audit of the basic financial statements:

- > Schedule of expenditures of federal and state awards

### **Our Responsibilities and Limitations**

The objective of a financial audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd, the members of which are separate and independent legal entities.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 2

- > Internal control related to major federal and state programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the Uniform Guidance and the *State Single Audit Guidelines*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the *State Single Audit Guidelines*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the schedule of expenditures of federal and state awards are free of material misstatement, whether from (i) errors, (ii) fraudulent financial reporting, (iii) misappropriation of assets, or (iv) violations of laws or governmental regulations that are attributable to the City of Franklin or to acts by management or employees acting on behalf of the City of Franklin. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of expenditures of federal and state awards, assessing accounting principles used and significant estimates made by management, and evaluating the overall schedule of expenditures of federal and state awards presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Franklin and its environment, including internal controls, sufficient to assess the risks of material misstatement of the schedule of expenditures of federal and state awards and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*, the Uniform Guidance and the *State Single Audit Guidelines*.

As required by the Uniform Guidance and the *State Single Audit Guidelines*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and major state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 3

We will design our audit to obtain reasonable, but not absolute, assurance of detecting misstatements due to errors or fraud that would have a material effect on the schedule of expenditures of federal and state awards as well as other illegal acts having a direct and material effect on schedule of expenditures of federal and state awards amounts. An audit is not designed to detect error or fraud that is immaterial to the schedule of expenditures of federal and state awards. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the schedule of expenditures of federal and state awards. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the schedule of expenditures of federal and state awards, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the schedule of expenditures of federal and state awards and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact or a direct and material effect on major federal and state programs, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS and *Government Auditing Standards*, may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts or noncompliance, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit. Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the City of Franklin.

As part of obtaining reasonable assurance about whether the schedule of expenditures of federal and state awards are free of material misstatement, we will perform tests of the City of Franklin's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *State Single Audit Guidelines* require that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement and the *State Single Audit Guidelines* for the types of compliance requirements that could have a direct and material effect on each of the City of Franklin's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures, (b) difficulties encountered in performing the audit, (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures, and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your schedule of expenditures of federal and state awards or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.



Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 4

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

### **Management's Responsibilities**

The City of Franklin's management is responsible for the schedule of expenditures of federal and state awards referred to above *State Single Audit Guidelines*. Although we may advise you about appropriate accounting principles and their application, the responsibility for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework remains with management. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met, following laws and regulations, and ensuring that there is reasonable assurance that government programs are administered in compliance with applicable requirements, and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. You are also responsible for the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, for reporting financial information in conformity with accounting principles generally accepted in the United States of America (GAAP), and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Franklin involving (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the schedule of expenditures of federal and state awards, and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Franklin received in communications from employees, former employees, analysts, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the *State Single Audit Guidelines*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 5

Management is responsible for (i) adjusting the schedule of expenditures of federal and state awards to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the schedule of expenditures of federal and state awards taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Franklin complies with the laws and regulations applicable to its activities

As part of management's responsibility for the schedule of expenditures of federal and state awards and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the schedule of expenditures of federal and state awards and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited schedule of expenditures of federal and state awards, federal and state award programs, and compliance with laws, regulations, contracts and grant agreements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the schedule of expenditures of federal and state awards. If we do not receive complete and accurate information from the City of Franklin or others, we may be prevented from performing our work and, among other issues, misstatements in your financial statements, whether due to error or fraud, may go undetected.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Franklin, is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

#### **Nonattest Services**

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries
- > Compiled regulatory reports
- > Preparation of the Schedule of Federal and State Awards

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 6

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide

In connection with our performance of any nonattest services, you agree that you will

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform
- > Evaluate the adequacy and results of the nonattest services we perform
- > Accept responsibility for the results of our nonattest services
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

#### **Other Documents**

At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the City of Franklin, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 7

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records, so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Franklin's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Franklin hereby authorizes us to do so.

Baker Tilly and the City of Franklin acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the City of Franklin acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the City of Franklin agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the City of Franklin also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the City of Franklin's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

#### **Timing and Fees**

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Franklin's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Franklin is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 8

We estimate that our fees will range from \$8,500 to \$13,000. The fee range assumes that we will be required to test 1 major federal program and 1 major state program. Additionally, the fees assume that no findings will be identified during our testing. If additional programs and/or findings are identified additional fees will be charged at our hourly rate. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Franklin agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR), (ii) the California Consumer Privacy Act of 2018 (CCPA), and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 9

Baker Tilly does not treat de-identified data or aggregate consumer information as personal data or personal information, and we reserve the right to convert Client personal data or personal information into de-identified data or aggregate consumer information for our own purposes. As a benefit of benchmarking the City of Franklin to others in your industry, you allow us to enter your confidential accounting and/or financial data into the third party benchmarking software that we utilize. By signing this Engagement Letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Franklin, unless otherwise prohibited. In the event we are requested by the City of Franklin or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Franklin, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Franklin, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Franklin with any other services you may find necessary or desirable.

#### **Resolution of Disagreements**

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 10.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

#### **Limitation on Damages and Indemnification**

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 11

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation These terms shall also continue to apply after any termination of this Engagement Letter

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose

#### **Other Matters**

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter

Our dedication to client service is carried out through our employees who are integral in meeting this objective In recognition of the importance of our employees, it is hereby agreed that the City of Franklin will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement If the City of Franklin violates this nonsolicitation clause, the City of Franklin agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International Baker Tilly International Limited is an English company Baker Tilly International provides no professional services to clients Each member firm is a separate and independent legal entity and each describes itself as such Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited



Mr Paul Rotzenberg  
City of Franklin

December 18, 2020  
Page 12

This Engagement Letter constitutes the entire agreement between the City of Franklin and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Franklin's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Paul Frantz, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Paul Frantz is available at 414 777 5506, or at Paul.Frantz@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP



Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by

\_\_\_\_\_  
Official's Name

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



MOSSADAMS

## Report on the Firm's System of Quality Control

September 26, 2018

To the Partners of Baker Tilly Virchow Krause LLP and the  
AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Baker Tilly Virchow Krause, LLP has received a peer review rating of *pass*.

*Moss Adams* LLP

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> Jan 5, 2021
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>November 2020 Monthly Financial Report</b>	<b>ITEM NUMBER</b> G.11.

**Background**

The November, 2020 Financial Report is attached.

The Finance Committee has not reviewed these statements.

The Director of Finance & Treasurer will be available to answer any questions.

**COUNCIL ACTION REQUESTED**

Receive and place on file.

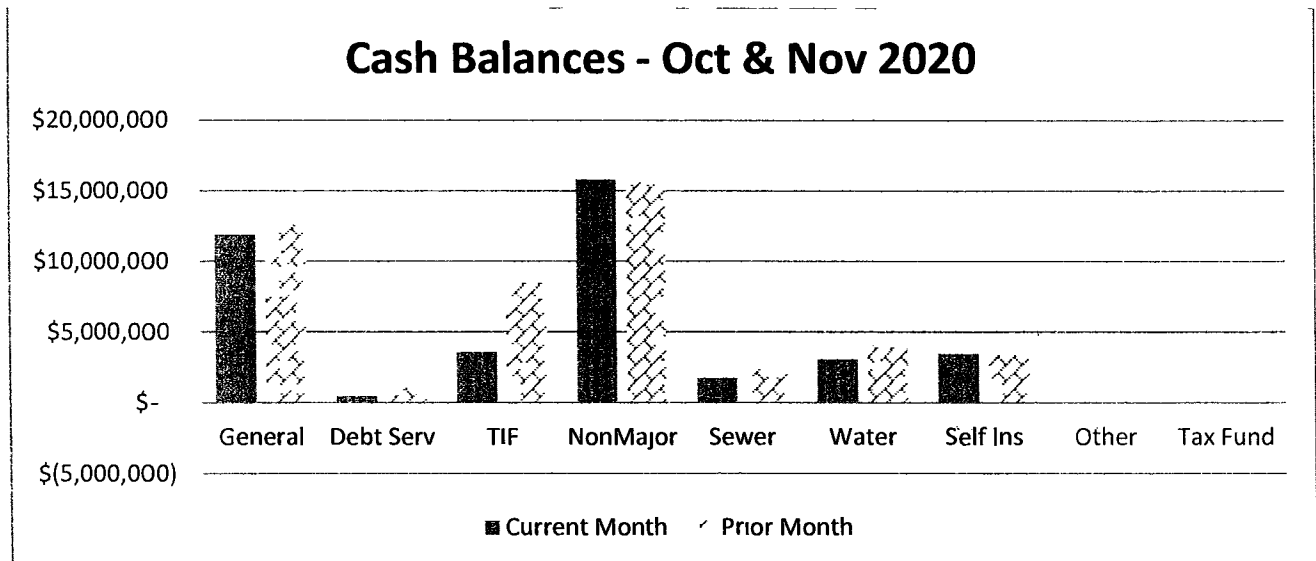


Date: December 21,, 2020  
 To Mayor Olson, Common Council and Finance Committee Members  
 From: Paul Rotzenberg, Director of Finance & Treasurer  
 Subject November 2020 Financial Report

The November, 2020 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget Caution is advised in that spending patterns may have changed Comments on specific and trending results are provided below to aid understanding or explaining current year financial results.

**Cash & Investments Summary** – is provided to aid in understanding the resources available to meet current activities Cash & investments are positions with safety and liquidity as primary objectives as stated in the City’s Investment policy. While return potential is not ignored, investment returns are secondary in the investment decisions. Cash & Investments in the Governmental Funds totaling \$31.7 million decreased \$6.5 million since last month. Gen Fund decreased \$1.1 million on operating expenditures, the TIF Districts declined \$4.9 million on TID6 project expenditures



Short term investment returns plummeted to 0.15% in late summer from 1.6% in January. That has cut investment returns by 90%. To help mitigate that decline, \$3 million in short term holdings were converted in May to 6-18 month CD's locking in rates from 0.5 to 1.15%.

**GENERAL FUND** revenues of \$26.2 million are even to budget. Increases in Licenses & Permits have offset the shortfalls in Fines and Ambulance resources. As noted above, investment results are less than budget, with unrealized gains on investments offsetting much of the interest income decline.

The Pandemic has had impacts on General Fund Resources, reducing Ambulance fees, fines & forfeitures and investment earnings. This shortfall has totaled \$345,000.

Year to Date expenditures of \$23.7 million are \$2.5 million less than budget. Several vacant positions in Public Safety and Public Works have reduced labor costs, which has more than offset the extra costs incurred for the Pandemic. Some Pandemic costs are now reflected in the Grants Funds as they are covered by a Federal Grant.

The Common Council authorized \$250,000 of Contingency in March to address the Pandemic Emergency. Most of the pandemic operating costs are being absorbed by CARES Act funding. The City provided claims in excess of the \$585,000 allotment, in hopes that additional funding would be available.

Additional resources were needed in Elections to handle the tsunami of mail ballots. While the City received a Grant thru the CARES ACT to alleviate some of the added elections costs. Year to Date November Elections spending totaled \$101,400, compared to \$86,900 of appropriations. Considering the \$25,000 Elections Grant, spending will be within appropriations.

A \$2.5 million surplus is \$2.5 million greater than budget. That surplus is primarily related to under spending. Staff is projecting a 2020 surplus before any one time costs or transfers out, however, it will be much smaller than the current one, as nearly all the 2020 resources have been received, while another month of operating costs are yet to be incurred.

2020 Landfill Siting Resources were budgeted to be \$2.7 million spread across multiple funds. Early in the year, these resources were operating at a much lower rate, such that the 2020 Landfill Siting resource budget was lowered to \$1.6 million. Since that amendment, receipts have increased. Expectations are now that Landfill Siting resources will approximate \$2.3 million. Any additional resources are being credited to the Capital Improvement Fund.

**DEBT SERVICE** – Debt payments were made March 1 and Sept 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

**TIF Districts** – In general 2020 TID performance is spending down the 2019 bond resources to fund project costs. TID fund balances have declined \$18.8 million in 2020, reflecting the \$7.3 million of project costs in TID 4, the \$4 million refunding in TID 5, \$5.0 million of project costs in

TID6 and the \$4.5 million mortgage in TID7. A \$1.6 million TID fund balance deficit reflects the \$4.2 million of Advances to TIDs for near term funding needs.

TID 3 – The \$1.4 million 2020 increment was collected and the TID retired \$650,000 of debt along with a \$760,000 Municipal Revenue Obligation payment. The TID moved to a surplus in mid-summer when state shared revenues were received. TID3's expenditure period closed in June 2020.

TID 4 – The \$1.1 million 2020 increment was collected. The City committed to \$7 million of infrastructure costs to begin the business park development, nearly \$6 million has been spent, much of this coming from Fund Balance. A \$2.5 million Development Fund Advance financed the project costs. The annual \$1.1 million increment will rapidly repay this advance starting in 2021. The TID 4 expenditure period closed in June 2020.

TID 5 – The \$720,000 2020 Increment was collected. A \$4 million portion of the 2018 NAN was refunded in March. With favorable interest rates, a \$9.5 million further refunding of the 2018 Note Anticipation Notes was awarded in mid-November for closing in December. The refunding achieved a 1.79% true interest cost, well below the 5.5% forecast in December 2019. The NAN will be called by the end of the year.

TID 6 – Considerable work has been done on the southwest business park. The Developer has now drawn \$4.6 million of infrastructure costs. The City committed to pay \$9 million of those costs, and Bonded \$6 million in Feb 2019, nearly all of that financing has now been drawn. A further \$3 million Bond to finance the remaining infrastructure was awarded in November with a December closing.

TID 7 – Mortgage advances totaling all \$4.5 million have been made and reflected as a Grant and as a Deferred Inflow. Minimal additional project costs are expected. The \$1.3 million current deficit reflects the \$1.5 million advance from the Self Insurance Fund to finance a portion of the mortgage note. It's anticipated that this will be repaid in 18-24 months when the Developer gets his permanent financing.

**SOLID WASTE FUND** – Activity is occurring as budgeted.

**CAPITAL OUTLAY FUND** – All the 2020 resources have now been received.

Some of the Muni Building projects have not been initiated as yet. The Police have ordered the three squads authorized for 2020. While Highway has spent \$41,000 on trees and ordered the salt spreader. Muni building projects are nearly done. The Ken Wendell pavilion repair project has been delayed to 2021.

**EQUIPMENT REPLACEMENT FUND** – The 2020 resources have been received. A \$178,000 grant related to the Fire Dept SCBA purchase in 2019 was received, enhancing resources.

All of the 2020 budgeted equipment has now been ordered. The fund has significant fund balance to call upon in the short term for future replacements.

**STREET IMPROVEMENT FUND** – 2020 Resources have been received at this point. General Transportation Aids fund 70% of this program. GTA's were a little better than anticipated in 2020. The 2020 program is substantially complete.

**CAPITAL IMPROVEMENT FUND** – A revised formatted report reflecting spending by project is attached as a second page

Resources consist of \$608,000 from MMSD on the Rawson Homes project Landfill Siting resources of \$431,000 are more than the reduced revised budget.

The City Hall HVAC project is complete. The Indoor Shooting range project is also complete, and commitments have been made on the Fire Station Alerting system. The Community Development software has been ordered and scheduled for install starting in January, 2021

The 68<sup>th</sup> Street project is done.

Park projects are in various stages, with the Pleasant View pavilion complete. A contract to design the 116<sup>th</sup> St trail was awarded, and a \$325,000 purchase of park land was completed in November.

**DEVELOPMENT FUND** – Resources are falling behind 2019 and expectations. This may signal a slow down in development activity as none of the larger 2020 developments have started yet. No large permit has been pulled so far in 2020.

The March 1 debt payments were fully funded in 2020 for the first time in several years, and those transfers out to the Debt Service fund were made. As the park projects are getting completed, park impact fees are transferring to the Capital Improvement Fund. Park Impact fees have now been spent thru Q4 2009, so the temporary 13 year rebate period has been delayed. Commitments on other park projects extend Park Impact Fee usage even further. Schedules are attached

Water impact fees have been pledged to developers with payments over the next several years

There are now \$5.0 million of park impact fees on hand and \$2.7 million water impact fees. The acceptance of the Loomis Road water main represents the \$213,000 of water impact fee usage. Acceptance of the Ryan Manor mains committed a further \$317,130 of water impact fees. The holding period for water impact fees continues to be an issue. Schedules are included that address both of these fees.

**UTILITY DEVELOPMENT FUND** – Activity in this fund centers on balances rolling to the tax roll in December each year as well as collection of utility special assessments.

**SELF INSURANCE FUND** – Resources are approximately on plan, as participation has remained steady compared to 2019.

Benefit payments declined sharply early in the Pandemic and while having returned to more normal levels, the delayed costs were never spent. The Public Health Emergency has delayed some elective procedures, further delaying costs. Summer claim costs returned to normal. The

November 2020  
Financial report

plan has an unexpected \$871,000 surplus, when a deficit was planned for 2020, raising the fund balance to over \$3.3 million.

**RETIREE HEALTH FUND** – The plan has a \$64,000 surplus thru November as compared to a \$92,000 deficit in 2019. While resources have remained relatively constant, plan benefits have declined dramatically compared to 2019 and actuarial expectations.

Investment returns blossomed in November to \$458,000. Investment results are variable and 2020 has been rather volatile.



**City of Franklin**  
**Cash & Investments Summary**  
**October 31, 2020**

	<b>Cash</b>	<b>American Deposit Management</b>	<b>Institutional Capital Management</b>	<b>Local Government Invest Pool</b>	<b>Total</b>	<b>Prior Month Total</b>
General Fund	\$ (351,212)	\$ 6,675,450	\$ 2,488,237	\$ 3,085,994	\$ 11,898,468	\$ 13,019,678
Debt Service Funds	21,476	442,048	-	-	463,524	1,063,440
TIF Districts	67,524	2,824,476	673,184	-	3,565,185	8,483,278
Nonmajor Governmental Funds	676,001	6,217,928	8,908,253	-	15,802,182	15,620,915
<b>Total Governmental Funds</b>	<b>413,789</b>	<b>16,159,902</b>	<b>12,069,674</b>	<b>3,085,994</b>	<b>31,729,359</b>	<b>38,187,311</b>
Sewer Fund	482,630	1,253,118	-	-	1,735,748	2,575,707
Water Utility	5,698	634,722	2,431,536	-	3,071,956	3,911,029
Self Insurance Fund	10,404	559,876	2,878,535	-	3,448,815	3,386,513
Other Designated Funds	17,226	-	-	-	17,226	14,517
<b>Total Other Funds</b>	<b>515,958</b>	<b>2,447,716</b>	<b>5,310,071</b>	<b>-</b>	<b>8,273,745</b>	<b>9,887,766</b>
<b>Total Pooled Cash &amp; Investments</b>	<b>929,747</b>	<b>18,607,619</b>	<b>17,379,745</b>	<b>3,085,994</b>	<b>40,003,104</b>	<b>48,075,077</b>
Property Tax Fund	46,465	7,134	-	-	53,599	(4,757)
<b>Total Trust Funds</b>	<b>46,465</b>	<b>7,134</b>	<b>-</b>	<b>-</b>	<b>53,599</b>	<b>(4,757)</b>
<b>Grand Total Cash &amp; Investments</b>	<b>976,212</b>	<b>18,614,753</b>	<b>17,379,745</b>	<b>3,085,994</b>	<b>40,056,703</b>	<b>48,070,320</b>
<b>Average Rate of Return</b>		0.12%	1.96%	0.12%		
<b>Maturities:</b>						
Demand	976,212	15,369,753	67,158	3,085,994	19,499,116	27,490,225
Fixed Income & Equities						
2020 - Q4	-	500,000	2,511,697	-	3,011,697	3,015,965
2021 - Q1	-	1,245,000	2,007,656	-	3,252,656	3,255,937
2021 - Q2	-	1,000,000	2,019,279	-	3,019,279	3,022,442
2021 - Q3	-	-	1,016,563	-	1,016,563	1,017,969
2021 - Q4	-	500,000	4,569,470	-	5,069,470	5,074,556
2022	-	-	4,669,876	-	4,669,876	4,675,011
2023	-	-	518,047	-	518,047	518,216
	<b>976,212</b>	<b>18,614,753</b>	<b>17,379,745</b>	<b>3,085,994</b>	<b>40,056,703</b>	<b>48,070,320</b>

**City of Franklin**  
**2020 Financial Report**  
**General Fund Summary**  
**For the Eleven months ended November 30, 2020**

<b>Revenue</b>	<b>2020 Annual Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Year-to-Date Budget</b>	<b>2020 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
Property Taxes	\$ 19,005,700	\$ 19,005,700	\$ 19,001,479	\$ 19,001,867	\$ 388
Other Taxes	685,900	685,900	547,579	515,727	(31,852)
Intergovernmental Revenue	1,746,400	1,746,400	1,724,681	1,774,643	49,962
Licenses & Permits	903,200	903,200	815,431	986,370	170,939
Law and Ordinance Violations	546,000	546,000	503,445	351,828	(151,617)
Public Charges for Services	2,527,300	2,351,900 A	2,090,526	1,940,310	(150,216)
Intergovernmental Charges	182,000	182,000	136,410	143,580	7,170
Investment Income	343,580	343,580	317,855	256,206	(61,649)
Miscellaneous Revenue	139,250	139,250	132,612	204,622	72,010
Transfer from Other Funds	1,050,000	1,050,000	1,008,733	985,600	(23,133)
<b>Total Revenue</b>	<b>\$ 27,129,330</b>	<b>\$ 26,953,930</b>	<b>\$ 26,278,751</b>	<b>\$ 26,160,753</b>	<b>\$ (117,998)</b>

<b>Expenditures</b>	<b>2020 Annual Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Year-to-Date Budget</b>	<b>2020 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
General Government	\$ 3,341,482	\$ 3,445,418 A	\$ 3,180,217	\$ 2,736,771 E	\$ 443,446
Public Safety	18,446,978	18,676,438	17,181,450	16,258,988 E	922,462
Public Works	4,151,677	4,906,734 A	4,367,389	3,454,579 E	912,810
Health and Human Services	737,635	737,635	654,384	621,953	32,431
Other Culture and Recreation	234,448	234,448	208,153	250,693 E	(42,540)
Conservation and Development	619,400	716,294 A	648,863	565,595 E	83,268
Contingency and Unclassified	1,487,500	1,322,315 A	220,230	- E	220,230
Anticipated underexpenditures	(315,000)	(315,000)	(288,750)	-	(288,750)
Transfers to Other Funds	524,000	524,000	22,581	-	22,581
Encumbrances	-	-	-	(211,653)	211,653
<b>Total Expenditures</b>	<b>\$ 29,228,120</b>	<b>\$ 30,248,282</b>	<b>\$ 26,194,517</b>	<b>\$ 23,676,926</b>	<b>\$ 2,517,591</b>
Excess of revenue over (under) expenditures	(2,098,790)	(3,294,352)	<u>84,234</u>	2,483,827	<u>2,399,593</u>
Fund balance, beginning of year	7,928,519	7,928,519		8,633,754	
Fund balance, end of period	<u>\$ 5,829,729</u>	<u>\$ 4,634,167</u>		<u>\$ 11,117,581</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin  
Debt Service Funds  
Balance Sheet  
November 30, 2020 and 2019**

	2020			2019		
	Special Assessment	Debt Service	2020 Total	Special Assessment	Debt Service	2019 Total
<b>Assets</b>						
Cash and investments	\$ 187,860	\$ 275,665	\$ 463,525	\$ 741,097	\$ 269,909	\$ 1,011,006
Special assessment receivable	30,255	-	30,255	58,474	-	58,474
Total Assets	<u>\$ 218,115</u>	<u>\$ 275,665</u>	<u>\$ 493,780</u>	<u>\$ 799,571</u>	<u>\$ 269,909</u>	<u>\$ 1,069,480</u>
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 30,255	\$ -	\$ 30,255	\$ 58,474	\$ -	\$ 58,474
Unassigned fund balance	187,860	275,665	463,525	741,097	269,909	1,011,006
Total Liabilities and Fund Balance	<u>\$ 218,115</u>	<u>\$ 275,665</u>	<u>\$ 493,780</u>	<u>\$ 799,571</u>	<u>\$ 269,909</u>	<u>\$ 1,069,480</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

	2020				2019		
	Special Assessment	Debt Service	2020 Year-to-Date Actual	2020 Original Budget	Special Assessment	Debt Service	2019 Year-to-Date Actual
<b>Revenue</b>							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	6,291	-	6,291	65,000	6,525	-	6,525
Investment Income	13,939	4,002	17,941	12,000	20,238	10,442	30,680
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	<u>20,230</u>	<u>1,104,002</u>	<u>1,124,232</u>	<u>1,177,000</u>	<u>26,763</u>	<u>1,310,442</u>	<u>1,337,205</u>
<b>Expenditures:</b>							
Debt Service							
Principal	-	1,425,000	1,425,000	1,387,500	-	1,405,000	1,405,000
Interest	-	150,818	150,818	199,132	-	134,137	134,137
Bank Fees	-	1,400	1,400	1,140	-	1,200	1,200
Total expenditures	<u>-</u>	<u>1,577,218</u>	<u>1,577,218</u>	<u>1,587,772</u>	<u>-</u>	<u>1,540,337</u>	<u>1,540,337</u>
Transfers in	-	397,950	397,950	453,682	-	231,419	231,419
Transfers out	(600,000)	-	(600,000)	(600,000)	-	-	-
Net change in fund balances	<u>(579,770)</u>	<u>(75,266)</u>	<u>(655,036)</u>	<u>(557,090)</u>	<u>26,763</u>	<u>1,524</u>	<u>28,287</u>
Fund balance, beginning of year	<u>767,630</u>	<u>350,931</u>	<u>1,118,561</u>	<u>1,118,561</u>	<u>714,334</u>	<u>268,385</u>	<u>982,719</u>
Fund balance, end of period	<u>\$ 187,860</u>	<u>\$ 275,665</u>	<u>\$ 463,525</u>	<u>\$ 561,471</u>	<u>\$ 741,097</u>	<u>\$ 269,909</u>	<u>\$ 1,011,006</u>

City of Franklin  
Consolidating TID Funds  
Balance Sheet  
November 30, 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
<b>Assets</b>							
Cash & investments	\$ 1,164,869	\$ 1,097,415	\$ 447,950	\$ 453,939	\$ 424,623	\$ (23,612)	\$ 3,565,184
Accounts & mortgage receivable	-	-	-	-	4,500,000	-	4,500,000
Total Assets	<u>\$ 1,164,869</u>	<u>\$ 1,097,415</u>	<u>\$ 447,950</u>	<u>\$ 453,939</u>	<u>\$ 4,924,623</u>	<u>\$ (23,612)</u>	<u>\$ 8,065,184</u>
<b>Liabilities and Fund Balance</b>							
Accounts payable	\$ -	\$ 60,000	\$ -	\$ 2,275	\$ -	\$ 761	\$ 63,036
Accrued liabilities	865,126	-	-	-	-	-	865,126
Deferred inflow	-	-	-	-	4,500,000	-	4,500,000
Advances from other funds	-	2,500,000	-	-	1,745,000	-	4,245,000
Total Liabilities	<u>865,126</u>	<u>2,560,000</u>	<u>-</u>	<u>2,275</u>	<u>6,245,000</u>	<u>761</u>	<u>9,673,162</u>
Assigned fund balance	299,743	(1,462,585)	447,950	451,664	(1,320,377)	(24,373)	(1,607,978)
Total Liabilities and Fund Balance	<u>\$ 1,164,869</u>	<u>\$ 1,097,415</u>	<u>\$ 447,950</u>	<u>\$ 453,939</u>	<u>\$ 4,924,623</u>	<u>\$ (23,612)</u>	<u>\$ 8,065,184</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020**

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
<b>Revenue</b>							
General property tax levy	\$ 1,401,748	\$ 1,138,802	\$ 721,361	\$ -	\$ -	\$ -	\$ 3,261,911
Payment in lieu of taxes	-	73,889	91,560	-	-	-	165,449
State exempt aid	510,053	53,732	12,883	-	-	-	576,668
Investment & misc income	8,692	72,831	29,090	27,942	129,569	-	268,124
Total revenue	<u>1,920,493</u>	<u>1,339,254</u>	<u>854,894</u>	<u>27,942</u>	<u>129,569</u>	<u>-</u>	<u>4,272,152</u>
<b>Expenditures</b>							
Debt service principal, interest & fees	\$ 745,265	\$ -	\$ 4,842,375	\$ 220,100	\$ 116,072	\$ -	\$ 5,923,812
Administrative expenses	6,640	32,121	6,640	29,016	6,640	1,016	82,073
Professional services	750	717,695	37,871	182,569	(2,321)	23,357	959,921
Capital outlays	-	7,271,098	-	4,586,443	166,663	-	12,024,204
Development incentive & obligation payments	760,005	-	-	-	4,500,000	-	5,260,005
Encumbrances	-	(1,151,135)	(25,229)	-	5,900	-	(1,170,464)
Total expenditures	<u>1,512,660</u>	<u>6,869,779</u>	<u>4,861,657</u>	<u>5,018,128</u>	<u>4,792,954</u>	<u>24,373</u>	<u>23,079,551</u>
Revenue over (under) expenditures	407,833	(5,530,525)	(4,006,763)	(4,990,186)	(4,663,385)	(24,373)	(18,807,399)
Fund balance, beginning of year	(108,090)	4,067,940	4,454,713	5,441,850	3,343,008	-	17,199,421
Fund balance, end of period	<u>\$ 299,743</u>	<u>\$ (1,462,585)</u>	<u>\$ 447,950</u>	<u>\$ 451,664</u>	<u>\$ (1,320,377)</u>	<u>\$ (24,373)</u>	<u>\$ (1,607,978)</u>

**City of Franklin**  
**Tax Increment Financing District #3 - Northwestern Mutual**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash & investments	\$ 1,164,869	\$ 756,810
Taxes receivable	-	-
Total Assets	<u>\$ 1,164,869</u>	<u>\$ 756,810</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Accrued liabilities	865,126	865,135
Unearned revenue	-	-
Total Liabilities	<u>865,126</u>	<u>865,135</u>
Assigned fund balance	299,743	(108,325)
Total Liabilities and Fund Balance	<u>\$ 1,164,869</u>	<u>\$ 756,810</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
<b>Revenue</b>					
General property tax levy	\$ 1,409,000	\$ 1,409,000	\$ 1,409,000	\$ 1,401,748	\$ 1,114,683
State exempt aid	507,500	507,500	505,208	510,053	482,476
Investment income	25,000	25,000	23,150	8,692	94,747
Bond proceeds	-	-	-	-	3,001,886
Total revenue	<u>1,941,500</u>	<u>1,941,500</u>	<u>1,937,358</u>	<u>1,920,493</u>	<u>4,693,792</u>
<b>Expenditures</b>					
Debt service principal	665,000	665,000	665,000	665,000	383,257
Debt service interest & fees	80,265	80,265	80,265	80,265	65,298
Administrative expenses	7,250	7,250	6,646	6,640	6,085
Professional services	6,000	6,000	5,500	750	1,000
Capital outlays	-	-	-	-	880,082
Development incentive & obligation payments	711,005	760,005	755,922	760,005	5,000,000
Total expenditures	<u>1,469,520</u>	<u>1,518,520</u>	<u>1,513,333</u>	<u>1,512,660</u>	<u>5,455,640</u>
Revenue over (under) expenditures	471,980	422,980	<u>\$ 424,025</u>	407,833	(761,848)
Fund balance, beginning of year	<u>(127,252)</u>	<u>(127,252)</u>		<u>(108,090)</u>	<u>653,523</u>
Fund balance, end of period	<u>\$ 344,728</u>	<u>\$ 295,728</u>		<u>\$ 299,743</u>	<u>\$ (108,325)</u>

**City of Franklin**  
**Tax Increment Financing District #4 - Ascension Hospital**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash & investments	\$ 1,097,415	\$ 4,230,094
Total Assets	<u>\$ 1,097,415</u>	<u>\$ 4,230,094</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 60,000	\$ 47,177
Due to Other Funds - Interfund Advance	2,500,000	-
Total Liabilities	<u>\$ 2,560,000</u>	<u>\$ 47,177</u>
Assigned fund balance	<u>(1,462,585)</u>	<u>4,182,917</u>
Total Liabilities and Fund Balance	<u>\$ 1,097,415</u>	<u>\$ 4,230,094</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
<b>Revenue</b>					
General property tax levy	\$ 1,144,700	\$ 1,144,700	\$ 1,144,700	\$ 1,138,802	\$ 1,011,224
Payment in Lieu of Taxes	120,000	120,000	120,000	73,889	121,759
State exempt aid	48,900	48,900	46,208	53,732	21,414
Investment income	74,000	74,000	67,833	72,831	111,642
Bond proceeds	6,200,000	6,200,000	5,683,333	-	-
Total revenue	<u>7,587,600</u>	<u>7,587,600</u>	<u>7,062,074</u>	<u>1,339,254</u>	<u>1,266,039</u>
<b>Expenditures</b>					
Debt service interest & fees	75,000	75,000	68,750	-	-
Administrative expenses	30,290	30,290	27,766	32,121	31,656
Professional services	1,000	1,546,675	1,417,785	717,695	146,149
Capital outlay	11,000,000	10,237,606	9,384,472	7,271,098	898,099
Encumbrances	-	-	-	(1,151,135)	(901,323)
Total expenditures	<u>11,106,290</u>	<u>11,889,571</u>	<u>10,898,773</u>	<u>6,869,779</u>	<u>174,581</u>
Revenue over (under) expenditures	(3,518,690)	(4,301,971)	(3,836,699)	(5,530,525)	1,091,458
Fund balance, beginning of year	<u>4,229,419</u>	<u>4,067,940</u>		<u>4,067,940</u>	<u>3,091,459</u>
Fund balance, end of period	<u>\$ 710,729</u>	<u>\$ (234,031)</u>		<u>\$ (1,462,585)</u>	<u>\$ 4,182,917</u>

**City of Franklin**  
**Tax Increment Financing District #5 - Ballpark Commons**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash & investments	\$ 447,950	\$ 1,058,262
Accounts receivable	-	-
Total Assets	<u>\$ 447,950</u>	<u>\$ 1,058,262</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 3,405,739
Interfund advance from Development Fund	-	-
Total Liabilities	-	3,405,739
Assigned fund balance	447,950	(2,347,477)
Total Liabilities and Fund Balance	<u>\$ 447,950</u>	<u>\$ 1,058,262</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
<b>Revenue</b>					
General property tax levy	\$ 756,000	\$ 756,000	\$ 693,000	\$ 721,361	\$ 30,951
Payment in lieu of taxes	-	-	-	91,560	-
State exempt aid	12,900	12,900	11,825	12,883	123
Investment income	1,000	1,000	917	29,090	100,586
Bond proceeds	-	-	-	-	10,600,102
Total revenue	<u>769,900</u>	<u>769,900</u>	<u>705,742</u>	<u>854,894</u>	<u>10,731,762</u>
<b>Expenditures</b>					
Debt service interest & fees	890,763	4,890,763	4,408,485	4,842,375	10,821,647
Administrative expenses	12,250	12,250	11,042	6,640	31,955
Professional services	16,050	48,188	15,418	37,871	136,308
Capital outlay	-	-	-	-	10,806,982
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(25,229)	(32,138)
Total expenditures	<u>919,063</u>	<u>4,951,201</u>	<u>4,434,945</u>	<u>4,861,657</u>	<u>21,764,754</u>
Revenue over (under) expenditures	(149,163)	(4,181,301)	<u>\$ (3,729,203)</u>	(4,006,763)	(11,032,992)
Fund balance, beginning of year	<u>376,133</u>	<u>376,133</u>		<u>4,454,713</u>	<u>8,685,515</u>
Fund balance, end of period	<u>\$ 226,970</u>	<u>\$ (3,805,168)</u>		<u>\$ 447,950</u>	<u>\$ (2,347,477)</u>

**City of Franklin**  
**Tax Increment Financing District #6 - Loomis & Ryan**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	<b>2020</b>	<b>2019</b>
Cash & investments	\$ 453,939	\$ 6,514,911
Total Assets	<u>\$ 453,939</u>	<u>\$ 6,514,911</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 2,275	\$ 986
Advances from other funds	-	13,000
Total Liabilities	<u>2,275</u>	<u>13,986</u>
Assigned fund balance	451,664	6,500,925
Total Liabilities and Fund Balance	<u>\$ 453,939</u>	<u>\$ 6,514,911</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

	<b>2020 Annual Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Year-to-Date Budget</b>	<b>2020 Year-to-Date Actual</b>	<b>2019 Year-to-Date Actual</b>
<b>Revenue</b>					
Investment income	\$ 32,500	\$ 32,500	\$ 29,792	\$ 27,942	\$ 113,108
Bond proceeds	3,250,000	3,250,000	2,979,167	-	6,638,320
Total revenue	<u>3,282,500</u>	<u>3,282,500</u>	<u>3,008,959</u>	<u>27,942</u>	<u>6,751,428</u>
<b>Expenditures</b>					
Debt service interest & fees	\$ 326,940	\$ 326,940	\$ 265,388	\$ 220,100	\$ 226,063
Administrative expenses	30,290	30,290	27,778	29,016	4,130
Professional services	8,750	9,906	9,081	182,569	8,122
Capital outlay	3,000,000	9,000,000	8,250,000	4,586,443	-
Encumbrances	-	-	-	-	(1,156)
Total expenditures	<u>3,365,980</u>	<u>9,367,136</u>	<u>8,552,247</u>	<u>5,018,128</u>	<u>237,159</u>
Revenue over (under) expenditures	(83,480)	(6,084,636)	<u>\$ (5,543,288)</u>	(4,990,186)	6,514,269
Fund balance, beginning of year	626,563	626,563		5,441,850	(13,344)
Fund balance, end of period	<u>\$ 543,083</u>	<u>\$ (5,458,073)</u>		<u>\$ 451,664</u>	<u>\$ 6,500,925</u>



**City of Franklin**  
**Tax Increment Financing District #7 - Velo Village**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	<b>2020</b>	<b>2019</b>
Cash & investments	\$ 424,623	\$ (43,565)
Mortgage receivable	4,500,000	-
Total Assets	<u>\$ 4,924,623</u>	<u>\$ (43,565)</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 879,208
Advances from other funds	1,745,000	-
Deferred Inflow	4,500,000	-
Total Liabilities	<u>6,245,000</u>	<u>879,208</u>
Assigned fund balance	(1,320,377)	(922,773)
Total Liabilities and Fund Balance	<u>\$ 4,924,623</u>	<u>\$ (43,565)</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2019</b>
	<b>Annual</b>	<b>Amended</b>	<b>Year-to-Date</b>	<b>Year-to-Date</b>
	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>	<b>Actual</b>
<b>Revenue</b>				
Investment & misc income	\$ 270,000	\$ 270,000	\$ 129,569	\$ -
Bond proceeds	-	-	-	-
Total revenue	<u>270,000</u>	<u>270,000</u>	<u>129,569</u>	<u>-</u>
<b>Expenditures</b>				
Debt service interest, fees, bond issuance	\$ 268,549	\$ 268,549	\$ 116,072	\$ -
Administrative expenses	7,250	7,250	6,640	1,177
Professional services	6,750	30,850	(2,321)	58,341
Capital outlay	-	-	166,663	872,355
Development incentive & obligation payments	-	-	4,500,000	-
Encumbrances	-	-	5,900	(9,100)
Total expenditures	<u>282,549</u>	<u>306,649</u>	<u>4,792,954</u>	<u>922,773</u>
Revenue over (under) expenditures	(12,549)	(36,649)	(4,663,385)	(922,773)
Fund balance, beginning of year	<u>2,970,100</u>	<u>2,970,100</u>	<u>3,343,008</u>	<u>-</u>
Fund balance, end of period	<u>\$ 2,957,551</u>	<u>\$ 2,933,451</u>	<u>\$ (1,320,377)</u>	<u>\$ (922,773)</u>

**City of Franklin**  
**Tax Increment Financing District #8 - S 27th Business Park**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	<b>2020</b>	<b>2019</b>
Cash & investments	\$ (23,612)	\$ -
Total Assets	<u>\$ (23,612)</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 761	\$ -
Total Liabilities	<u>761</u>	<u>-</u>
Assigned fund balance	<u>(24,373)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ (23,612)</u>	<u>\$ -</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

	<b>2020 Annual Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Year-to-Date Actual</b>	<b>2019 Year-to-Date Actual</b>
<b>Revenue</b>				
Investment & misc income	\$ -	\$ -	\$ -	\$ -
Bond proceeds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures</b>				
Debt service interest, fees, bond issuance	\$ -	\$ -	\$ -	\$ -
Administrative expenses	-	-	1,016	-
Professional services	-	-	23,357	-
Encumbrances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>24,373</u>	<u>-</u>
Revenue over (under) expenditures	-	-	(24,373)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (24,373)</u>	<u>\$ -</u>

**City of Franklin**  
**Solid Waste Collection Fund**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 964,554	\$ 728,027
Accrued Receivables	624	90
Total Assets	<u>\$ 965,178</u>	<u>\$ 728,117</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 180,271	\$ 140,291
Accrued salaries & wages	460	458
Restricted fund balance	784,447	587,368
Total Liabilities and Fund Balance	<u>\$ 965,178</u>	<u>\$ 728,117</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

	<u>2020</u> <u>Original</u> <u>Budget</u>	<u>2020</u> <u>YTD</u> <u>Budget</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue</b>				
Grants	\$ 69,000	69,000	\$ 68,834	\$ 68,858
User Fees	1,534,349	1,534,206	1,536,782	1,215,736
Landfill Operations-tippage	365,000	302,307	313,357	305,915
Investment Income	20,000	19,065	16,168	28,301
Sale of Recyclables	1,500	1,375	2,003	2,301
Total Revenue	<u>1,989,849</u>	<u>1,925,953</u>	<u>1,937,144</u>	<u>1,621,111</u>
<b>Expenditures:</b>				
Personal Services	17,638	16,281	11,207	13,518
Refuse Collection	722,300	661,976	596,666	652,509
Recycling Collection	697,149	639,006	595,672	361,935
Leaf & Brush Pickups	60,000	56,000	40,000	40,000
Tippage Fees	469,200	388,630	363,597	394,748
Miscellaneous	5,000	4,673	680	1,780
Total expenditures	<u>1,971,287</u>	<u>1,766,566</u>	<u>1,607,822</u>	<u>1,464,490</u>
Revenue over (under) expenditures	18,562	<u>159,387</u>	329,322	156,621
Fund balance, beginning of year	<u>501,072</u>		<u>455,125</u>	<u>430,747</u>
Fund balance, end of period	<u>\$ 519,634</u>		<u>\$ 784,447</u>	<u>\$ 587,368</u>

**City of Franklin  
Capital Outlay Fund  
Balance Sheet  
November 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 742,408	\$ 632,988
Accrued Receivables	5,100	-
<b>Total Assets</b>	<b>\$ 747,508</b>	<b>\$ 632,988</b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 14,015	\$ 26,633
Assigned fund balance	733,493	606,355
<b>Total Liabilities and Fund Balance</b>	<b>\$ 747,508</b>	<b>\$ 632,988</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Property Taxes	\$ 295,700	\$ 295,700	\$ 295,700	\$ 295,700	\$ 452,800
Grants	6,000	45,900	27,317	18,573	3,998
Landfill Siting	483,900	475,000	471,994	472,300	317,000
Investment Income	7,800	7,800	7,150	10,414	17,029
Miscellaneous Revenue	25,000	43,125	39,871	77,827	27,130
<b>Total Revenue</b>	<b>818,400</b>	<b>867,525</b>	<b>842,032</b>	<b>874,814</b>	<b>817,957</b>
<b>Expenditures:</b>					
General Government	232,050	232,050	135,660	182,822	109,915
Public Safety	447,600	584,666	512,595	504,860	483,774
Public Works	162,800	194,382	161,715	144,474	60,903
Health and Human Services	900	900	702	900	1,006
Culture and Recreation	76,000	76,000	69,040	10,617	21,173
Conservation and Development	10,000	10,000	9,112	1,467	503
Contingency	60,000	33,000	42,216	-	2,303
Encumbrances	-	-	-	(212,108)	(42,932)
<b>Total expenditures</b>	<b>989,350</b>	<b>1,130,998</b>	<b>931,040</b>	<b>633,032</b>	<b>636,645</b>
Revenue over (under) expenditures	(170,950)	(263,473)	<u>(89,008)</u>	241,782	181,312
Fund balance, beginning of year	239,473	491,711		491,711	425,043
Fund balance, end of period	<u>\$ 68,523</u>	<u>\$ 228,238</u>		<u>\$ 733,493</u>	<u>\$ 606,355</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin  
Equipment Replacement Fund  
Balance Sheet  
November 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 2,427,167	\$ 2,679,074
<b>Total Assets</b>	<b><u>\$ 2,427,167</u></b>	<b><u>\$ 2,679,074</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	2,427,167	2,679,074
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,427,167</u></b>	<b><u>\$ 2,679,074</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
<b>Revenue:</b>					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Landfill	677,600	400,000	383,859	400,000	421,210
Investment Income	37,400	37,400	34,283	59,335	87,087
Grants	-	-	-	178,624	-
Property Sales	56,500	56,500	54,805	21,563	3,879
<b>Total revenue</b>	<b><u>771,500</u></b>	<b><u>493,900</u></b>	<b><u>472,947</u></b>	<b><u>659,522</u></b>	<b><u>687,176</u></b>
<b>Expenditures:</b>					
Public Safety	241,000	288,142	249,062	287,296	876,117
Public Works	609,000	799,000	712,797	798,504	210,431
Encumbrances	-	-	-	(325,383)	(432,751)
<b>Total expenditures</b>	<b><u>850,000</u></b>	<b><u>1,087,142</u></b>	<b><u>961,859</u></b>	<b><u>760,417</u></b>	<b><u>653,797</u></b>
Revenue over (under) expenditures	(78,500)	(593,242)	<u>(488,912)</u>	(100,895)	33,379
Fund balance, beginning of year	<u>2,266,695</u>	<u>2,528,062</u>		<u>2,528,062</u>	<u>2,645,695</u>
Fund balance, end of period	<b><u>\$ 2,188,195</u></b>	<b><u>\$ 1,934,820</u></b>		<b><u>\$ 2,427,167</u></b>	<b><u>\$ 2,679,074</u></b>

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
November 30, 2020 and 2019**

<b><u>Assets</u></b>	<b>2020</b>	<b>2019</b>
Cash and investments	\$ 602,909	\$ 392,641
Total Assets	<u>\$ 602,909</u>	<u>\$ 392,641</u>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ -	\$ -
Assigned fund balance	602,909	392,641
Total Liabilities and Fund Balance	<u>\$ 602,909</u>	<u>\$ 392,641</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

	<b>2020 Original Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Year-to-Date Totals</b>	<b>2019 Year-to-Date Totals</b>
<b>Revenue:</b>				
Property Taxes	\$ -	\$ -	\$ -	\$ 18,200
Landfill Siting	368,500	350,000	350,015	216,350
Investment Income	4,800	4,800	7,861	13,528
Intergovernmental Resources	845,000	845,000	868,993	700,000
Total revenue	<u>1,218,300</u>	<u>1,199,800</u>	<u>1,226,869</u>	<u>948,078</u>
 <b>Expenditures:</b>				
Street Reconstruction Program - Current Year	1,300,000	1,487,936	1,255,589	1,156,213
Encumbrances	-	-	(125,422)	(201,388)
Total expenditures	<u>1,300,000</u>	<u>1,487,936</u>	<u>1,130,167</u>	<u>954,825</u>
Revenue over (under) expenditures	(81,700)	(288,136)	96,702	(6,747)
Fund balance, beginning of year	350,588	506,207	506,207	399,388
Fund balance, end of period	<u>\$ 268,888</u>	<u>\$ 218,071</u>	<u>\$ 602,909</u>	<u>\$ 392,641</u>

**City of Franklin  
Capital Improvement Fund  
Balance Sheet  
November 30, 2020 and 2019**

<b><u>Assets</u></b>	<b><u>2020</u></b>	<b><u>2019</u></b>
Cash and investments	\$ 1,956,061	\$ 595,122
Accrued receivables	516,949	889,949
<b>Total Assets</b>	<b><u>\$ 2,473,010</u></b>	<b><u>\$ 1,485,071</u></b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 364,236	\$ 208,197
Contracts Payable	80,500	171,021
Deferred Inflow	508,000	-
Assigned fund balance	1,520,274	1,105,853
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,473,010</u></b>	<b><u>\$ 1,485,071</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

	<b><u>2020 Original Budget</u></b>	<b><u>2020 Amended Budget</u></b>	<b><u>2020 Year-to-Date Totals</u></b>	<b><u>2019 Year-to-Date Totals</u></b>
<b>Revenue:</b>				
Other Grants	\$ 500,000	\$ 1,443,000	\$ 608,365	\$ 881,000
Landfill Siting	722,000	180,000	431,317	806,792
Transfers from Other Funds	600,000	600,000	600,000	92,000
Transfers from General Funds	500,000	500,000	-	-
Transfers from Impact Fees	621,500	692,900	238,719	153,686
Transfers from Connection Fees	1,120,000	1,120,000	-	-
Refunds & Reimbursements	-	-	-	65
Investment Income	25,000	25,000	15,264	83,345
<b>Total revenue</b>	<b><u>4,088,500</u></b>	<b><u>4,560,900</u></b>	<b><u>1,893,665</u></b>	<b><u>2,016,888</u></b>
<b>Expenditures:</b>				
General Government	500,000	623,286	43,541	1,797,980
Public Safety	225,000	1,506,601	1,424,593	1,479,215
Public Works	1,150,000	1,388,809	436,033	2,577,768
Culture and Recreation	1,300,000	1,467,704	853,823	584,942
Sewer & Water	1,570,000	1,570,000	200,998	-
Contingency	175,000	126,070	170	19,880
Encumbrances	-	-	(573,291)	(2,225,378)
<b>Total expenditures</b>	<b><u>4,920,000</u></b>	<b><u>6,682,470</u></b>	<b><u>2,385,867</u></b>	<b><u>4,234,407</u></b>
Revenue over (under) expenditures	(831,500)	(2,121,570)	(492,202)	(2,217,519)
Fund balance, beginning of year	1,012,833	2,012,476	2,012,476	3,323,372
<b>Fund balance, end of period</b>	<b><u>\$ 181,333</u></b>	<b><u>\$ (109,094)</u></b>	<b><u>\$ 1,520,274</u></b>	<b><u>\$ 1,105,853</u></b>

City of Franklin  
 Capital Improvement Fund  
 11/30/2020

	Amended		Actual		
	Total	Amount	Net City Funds	YTD	Resources
Landfill Siting Revenue	180,000		180,000		429,275
Transfers In	-		-		17,570
Investment Income	25,000		25,000		15,264
<b>Total Revenue</b>	<b>205,000</b>		<b>205,000</b>		<b>462,109</b>

**Expenditures**

<b>General Government</b>						
City Hall & Police Security Enhancements	500,000	500,000	-	-	-	-
Franklin Historical Society Barn	40,000	-	40,000	19,857	-	19,857
City Hall Roof, HVAC	83,286	-	83,286	23,683	-	23,683
<b>Total General Government</b>	<b>623,286</b>	<b>500,000</b>	<b>123,286</b>	<b>43,540</b>	-	<b>43,540</b>
<b>Public Safety</b>						
Community Development Enterprise Resource Program - Migration	225,000	-	225,000	181,140	-	181,140
Police Radio System Dispatch Console	42,696	-	42,696	42,696	-	42,696
Indoor Shooting Range	973,905	-	973,905	976,122	-	976,122
Fire Station Specific Alerting System	265,000	-	265,000	224,635	-	224,635
Software	-	-	-	-	-	-
<b>Total Public Safety</b>	<b>1,506,601</b>	-	<b>1,506,601</b>	<b>1,424,593</b>	-	<b>1,424,593</b>
<b>Public Works</b>						
S 68th Street - Hill Mitigation	339,425	-	339,425	331,340	-	331,340
S 50th St Improvement	100,000	-	100,000	-	-	-
Marquette Ave Improvements - Pleasant View Sch to S 49th St	50,000	-	50,000	-	-	-
Marquette Ave Improvements - S 49th St to S 51st	700,000	600,000	100,000	111	600,000	(599,889)
Ryan Creek Interceptor Sanitary Sewer Odor	450,000	1,393,000	(943,000)	200,489	-	200,489
Watermain Extension - S 50th & Minnesota Ave	120,000	120,000	-	-	-	-
S 51 St	115,903	-	115,903	15,003	-	15,003
Other Public Works	83,481	-	83,481	90,087	610,406	(520,319)
<b>Total Public Works</b>	<b>1,958,809</b>	<b>2,113,000</b>	<b>(154,191)</b>	<b>637,030</b>	<b>1,210,406</b>	<b>(573,376)</b>
<b>Culture</b>						
Pleasant View Park - Master Plan	150,000	70,500	79,500	143,490	3,180	140,310
Pleasant View Park - Pavilion	140,697	71,400	69,297	155,399	50,642	104,757
Pleasant View Park - Park Equipment	19,989	-	19,989	19,989	9,395	10,594
Park Land Acquisition - Various Parks	534,400	247,500	286,900	46,439	4,871	41,568
Ken Windl Pavilion Repairs	22,618	-	22,618	12,666	-	12,666
Overflow parking @ Kayla's Playground	250,000	117,500	132,500	-	-	-
Cascade Trail	65,000	46,150	18,850	500	310	190
116th Street Trail	93,000	-	93,000	150,000	-	150,000
Water Tower Park	-	-	-	325,340	152,750	172,590
Trails, Bicycle Routes & Linkages	192,000	189,850	2,150	-	-	-
<b>Total Culture</b>	<b>1,467,704</b>	<b>742,900</b>	<b>724,804</b>	<b>853,823</b>	<b>221,148</b>	<b>632,675</b>
<b>Contingency</b>						
Contingency	126,070	-	126,070	170	-	170
<b>Total Contingency</b>	<b>126,070</b>	-	<b>126,070</b>	<b>170</b>	-	<b>170</b>
<b>Total Approved Projects</b>	<b>5,682,470</b>	<b>3,355,900</b>	<b>2,326,570</b>	<b>2,959,156</b>	<b>1,431,554</b>	<b>1,527,602</b>

**PROJECTS PENDING APPROVAL**

Water Projects	500,000	500,000	-	-	-	-
Sewer Projects	500,000	500,000	-	-	-	-
<b>Total Projects Pending Approval</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Projects</b>	<b>6,682,470</b>	<b>4,355,900</b>	<b>2,326,570</b>	<b>2,959,156</b>	<b>1,431,554</b>	<b>1,527,602</b>

Net Revenue (Expenditures)			(2,121,570)			(1,065,493)
Encumbrances						573,291
Projected Beginning Fund balance			2,012,476			2,012,476
Projected Ending Fund Balance			<u>\$ (109,094)</u>			<u>\$1,520,274</u>



**City of Franklin  
Development Fund  
Balance Sheet  
November 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 5,093,069	\$ 8,671,432
Due From TID 7	4,245,000	-
Total Assets	<u>\$ 9,338,069</u>	<u>\$ 8,671,432</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Payable to Developers- Oversizing	475,463	103,934
Assigned fund balance	8,862,606	8,567,498
Total Liabilities and Fund Balance	<u>9,338,069</u>	<u>8,671,432</u>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
<b>Revenue:</b>				
Impact Fee Parks	\$ 804,000	\$ 804,000	\$ 238,172	\$ 920,142
Southwest Sewer Service Area	48,000	48,000	105,112	38,492
Administration	15,000	15,000	5,888	20,451
Water	679,000	679,000	529,319	995,968
Transportation	22,000	22,000	61,779	73,434
Fire Protection	133,500	133,500	55,875	151,425
Law Enforcement	207,700	207,700	83,418	280,815
Library	224,000	224,000	56,998	253,914
Total Impact Fees	<u>2,133,200</u>	<u>2,133,200</u>	<u>1,136,561</u>	<u>2,734,641</u>
Investment Income	120,000	120,000	112,063	175,200
Interfund Interest Income	-	-	24,824	-
Total revenue	<u>2,253,200</u>	<u>2,253,200</u>	<u>1,273,448</u>	<u>2,909,841</u>
<b>Expenditures:</b>				
Other Professional Services	25,000	33,552	30,909	15,253
Transfer to Debt Service				
Law Enforcement	205,082	205,082	205,083	133,800
Fire	42,937	42,937	42,937	39,333
Transportation	71,923	71,923	73,519	18,000
Library	134,000	134,000	93,982	132,286
Total Transfers to Debt Service	<u>453,942</u>	<u>453,942</u>	<u>415,521</u>	<u>323,419</u>
Transfer to Capital Improvement Fund				
Transfer(s) Out	-	71,400	-	-
Park	621,500	646,785	339,433	178,972
Total Transfers to Capital Improve	<u>621,500</u>	<u>718,185</u>	<u>339,433</u>	<u>178,972</u>
Sewer Fees	250,000	250,000	-	-
Water Fees	<u>1,025,000</u>	<u>1,368,130</u>	<u>554,759</u>	<u>317,130</u>
Encumbrances	-	-	(96,321)	(352,235)
Total expenditures	<u>2,375,442</u>	<u>2,823,809</u>	<u>1,244,301</u>	<u>482,539</u>
Revenue over (under) expenditures	(122,242)	(570,609)	29,147	2,427,302
Fund balance, beginning of year	<u>8,663,277</u>	<u>8,833,459</u>	<u>8,833,459</u>	<u>6,140,196</u>
Fund balance, end of period	<u>\$ 8,541,035</u>	<u>\$ 8,262,850</u>	<u>\$ 8,862,606</u>	<u>\$ 8,567,498</u>

**City of Franklin**

**Development Fund**

**Summary of Impact Fee Activity  
For the six months ended June 30, 2020  
Preliminary**

Cash Acct	4292	4293	4294	4295	4296	4297	4299	Net
Revenue Acct								Cash
Expenditure Acct								Balance
Beginning Bal, 01/01/20	4 955,794 67	108 103 32	2 733 341 10	119 988 90	232,306 86	320 898 03	273 668 29	8 833 459 40
<b>1st Quarter</b>								
Impact Fees	92 339 00	1,430 00	87,690 00	3 335 00	13,212 00	24,556 00	26,131 00	287 828 00
Expenditures	(23,484 00)	(5,153 18)	(213,710 18)	(64,248 93)	(39,862 75)	(199 855 90)	(93,982 09)	(640,297 09)
subtotal	5 024 649 67	104,380 14	2 607,320 92	59 074 97	205 656 11	145,598 13	205 817 20	8 480 990 37
Transfers								0 00
Investment Income	54,672 09	1 193 96	29,255 73	980 90	2 399 13	2,555 43	2,626 58	94,847 19
<b>Ending balance 3/31/2020</b>	<b>5,079,321.76</b>	<b>105,544.10</b>	<b>2,636,576.65</b>	<b>60,055.87</b>	<b>208,055.24</b>	<b>148,153.56</b>	<b>208,443.78</b>	<b>8,575,837.56</b>
<b>2nd Quarter</b>								
Impact Fees	50 945 00	770 00	63 360 00	1,964 00	7 244 00	13,159 00	14 227 00	172 969 00
Expenditures	(25,595 00)	(20,710 24)	(23 919 50)					(70 224 74)
subtotal	5 104 671 76	85 603 86	2 676 017 15	62 019 87	215 299 24	161 312 56	222,670 78	8 678 581 82
Transfers								0 00
Investment Income	8 068 18	135 30	4,229 58	98 03	340 29	254 96	351 94	13 716 92
<b>Ending balance 6/30/2020</b>	<b>5,112,739 94</b>	<b>85,739.16</b>	<b>2,680,246.73</b>	<b>62,117.90</b>	<b>215,639.53</b>	<b>161,567.52</b>	<b>223,022.72</b>	<b>8,692,298.74</b>
<b>3rd Quarter</b>								
Impact Fees	53 093 00	1 870 00	106 795 00	22,134 00	15 140 00	17 348 00	9 310 00	258 898 00
Expenditures	(19 319 00)	(1 724 25)	(317,130 00)	(9,269 81)	(3,074 50)	(5,226 90)	0 00	(355,744 46)
subtotal	5 146 513 94	85 894 91	2 469 911 73	74 962 09	227 705 03	173,868 62	232 332 72	8,595,452 28
Transfers	0 00							0 00
Investment Income	15,578 14	259 96	7,476 25	226 97	689 25	525 74	703 26	26,017 84
<b>Ending balance 9/30/2020</b>	<b>5,162,092.08</b>	<b>86,144.87</b>	<b>2,477,387.98</b>	<b>75,209.06</b>	<b>228,394.28</b>	<b>174,214.36</b>	<b>233,035.98</b>	<b>8,621,470.12</b>
<b>4th Quarter</b>								
Impact Fees	41 795 00	1 818 00	271,474 00	34 346 00	20 279 00	28,355 00	7 330 00	416,866 00
Expenditures	(178 035 00)							(178 035 00)
subtotal	5 025 852 08	87 962 87	2 748 861 98	109,555 06	248 673 28	202,569 36	240 365 98	8 860 301 12
Transfer	0 00							0 00
Investment Income	1 307 47	22 88	715 11	28 50	64 69	52 70	62 53	2,304 99
<b>Ending balance 12/31/2020</b>	<b>5,027,159.55</b>	<b>87,985.75</b>	<b>2,749,577.09</b>	<b>109,583.56</b>	<b>248,737.97</b>	<b>202,622.06</b>	<b>240,428.51</b>	<b>8,862,606.11</b>
Number of Months	<b>326.81</b>	<b>181 10</b>	<b>140 16</b>	<b>25.57</b>	<b>62.01</b>	<b>27 50</b>	<b>55.68</b>	
2020 Impact Fees	238 172 00	5,888 00	529 319 00	61,779 00	55 875 00	83 418 00	56,998 00	1 136 561 00
2019 Impact Fees	948,902 00	21 684 00	1 158 186 00	113 102 00	174 135 00	322,218 00	262 058 00	3,048 725 00
2018 Impact Fees	869 037 00	20 625 00	938 441 00	55 533 10	136,409 82	250 076 12	243 988 00	2 518 799 04
2017 Impact Fees	66 591 00	2 695 00	122 539 00	19 218 00	17 970 00	33 017 00	19 383 00	281 413 00
2016 Impact Fees	209 983 00	4 950 00	210 581 00	8 570 00	30,198 00	56 096 00	57 725 00	578 103 00
2015 Impact Fees	137 670 00	3 630 00	133 352 00	20 533 00	27 116 00	50 222 00	38 526 00	413 977 00
2014 Impact Fees	184 592 00	5 830 00	235 415 00	51 436 00	48 134 00	88,431 00	51 821 00	683 227 00
2013 Impact Fees	317 206 00	6 160 00	427,429 00	31 829 00	45 110 00	82 280 00	66 179 00	987 905 00

\* Funded by an Administrative Fee not an impact fee

1 Debt service payments

2 Oversizing payments made

**Scheduled**  
Unpaid Balance @ 9/1/20  
Deferred principal & interest

73 499  
570 450  
270 444  
42 996  
189 200  
0  
205 004  
275 100  
1 449 632

Oversizing payments due in future periods

134 039  
0  
896 953

**City of Franklin**  
**Summary of Park Impact Fee Availability**  
**12/31/20 - Preliminary**

	Spent By	Current Impact Fees				Net Total
		Impact Fee	Interest	Encum	Expenditures	
<b>2020</b>						
	1st Qtr 2028	92,339 00	54,672 09		23,484 00	123,527 09
	2nd Qtr 2028	50,945 00	8,038 13		25,595 00	33,388 13
	3rd Qtr 2028	53,093 00	15,578 14	93,000 00	19,319 00	49,352 14
	4th Qtr 2028	41,795 00	1,307 00	-25,285 00	178,035 00	(134,933 00)
	<b>2020</b>	<b>238,172 00</b>	<b>79,595 36</b>	<b>67,715 00</b>	<b>246,433 00</b>	<b>71,334 36</b>
<b>2019</b>						
	<b>2019</b>	<b>948,902 00</b>	<b>120,952 47</b>	<b>25,285 00</b>	<b>212,630 78</b>	<b>857,223 69</b>
<b>2018</b>						
	<b>2018</b>	<b>869,037 00</b>	<b>47,964 42</b>		<b>202,038 51</b>	<b>714,962 91</b>
2017						
	2017	66,591 00	33,123 42		661 26	99,053 16
2016						
	Total	209,983 00	28,120 12		212,221 99	25,881 13
2015						
	Total	137,670 00	55,558 15		607,299 51	(414,071 36)
2014						
	Total	184,592.00	133,563 95		626,182 10	(308,026 15)
2013						
	Total	317,206 00	84,950.58		124,912 10	277,244 48
2012						
	Total	263,398 00	102,473 34		-	365,871 34
2011						
	Total	163,106 00	44,506 30		-	207,612 30
2010						
	Total	145,479 00	66,273 18		46 87	211,705 31
2009						
	1st Qtr 2019	20,840.00	(5,998 53)		-	14,841 47
	2nd Qtr 2019	15,625.00	49,522 59		-	65,147 59
	3rd Qtr 2019	31,250.00	25,569 18		-	56,819 18
	4th Qtr 2019	12,500 00	17,558 74		5,459 02	24,599 72
	Total	80,215 00	86,651 98		5,459 02	161,407 96
2008						
	Total	133,074.00	95,987 90		10,913 04	218,148 86
2007						
	Total	220,706.00	172,806 38		823,897 23	(430,384 85)
2006						
	Total	646,907 00	144,950 45		392,618 08	399,239 37
2005						
	Total	1,006,696.00	63,382 62		471,251 40	598,827 22
2004						
	Total	1,028,255.00	17,433 14		28,523 46	1,017,164 68
2003						
	Total	668,917.00	6,283 52		-	675,200 52
2002						
	Total	275,620 00	3,114 10		-	278,734 10
<b>Total</b>		<b>7,604,526 00</b>	<b>1,387,691 38</b>	<b>93,000 00</b>	<b>3,965,088 35</b>	<b>5,027,129 03</b>
	Spent	<b>4,047,890 00</b>				

**City of Franklin  
Utility Development Fund  
Balance Sheet  
November 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments - Water	\$ 1,011,434	\$ 884,611
Cash and investments - Sewer	1,318,818	1,226,397
Special Assessment - Water Current	60,216	99,738
Special Assessment - Water Deferred	136,365	170,661
Special Assessment - Sewer Current	129,952	191,587
Reserve for Uncollectible	(16,776)	(16,776)
<b>Total Assets</b>	<b><u>\$ 2,640,009</u></b>	<b><u>\$ 2,556,218</u></b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ -	\$ -
Unearned Revenue	309,757	445,210
<b>Total Fund Balance</b>	<b><u>2,330,252</u></b>	<b><u>2,111,008</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,640,009</u></b>	<b><u>\$ 2,556,218</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
<b>Revenue:</b>				
Special Assessments				
Water	\$ 50,000	\$ 16,656	\$ 48,906	\$ 174,652
Sewer	25,000	6,222	32,962	70,898
Connection Fees				
Water	-	-	-	-
Sewer	-	-	40,162	116,220
<b>Total Assessments &amp;     Connection Fees</b>	<b><u>75,000</u></b>	<b><u>22,878</u></b>	<b><u>122,030</u></b>	<b><u>361,770</u></b>
Special Assessment Interest	-	-	634	222
Investment Income	18,000	16,500	12,791	36,478
<b>Total revenue</b>	<b><u>93,000</u></b>	<b><u>39,378</u></b>	<b><u>135,455</u></b>	<b><u>398,470</u></b>
<b>Transfer to Capital Improvement Fund</b>				
Water	620,000	-	-	-
Sewer	500,000	-	-	-
<b>Total Transfers to Capital Improven</b>	<b><u>1,120,000</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
Revenue over (under) expenditures	(1,027,000)	39,378	135,455	398,470
Fund balance, beginning of year	<u>2,030,838</u>	<u>2,194,797</u>	<u>2,194,797</u>	<u>1,712,538</u>
Fund balance, end of period	<b><u>\$ 1,003,838</u></b>	<b><u>\$ 2,234,175</u></b>	<b><u>\$ 2,330,252</u></b>	<b><u>\$ 2,111,008</u></b>

**City of Franklin  
Self Insurance Fund - Actives  
Balance Sheet  
November 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 3,548,688	\$ 2,592,158
Accounts receivable	324	309
Total Assets	<u>\$ 3,549,012</u>	<u>\$ 2,592,467</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 14,358	\$ 11,396
Claims payable	175,000	290,700
Unrestricted net assets	3,359,654	2,290,371
Total Liabilities and Fund Balance	<u>\$ 3,549,012</u>	<u>\$ 2,592,467</u>

**City of Franklin Self Insurance Fund - Actives  
Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2020 and 2019**

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Medical Premiums-City	\$ 2,648,046	\$ 2,428,014	\$ 2,223,166	\$ 2,229,714
Medical Premiums-Employee	538,440	493,675	454,299	483,693
Other - Invest Income, Rebates	165,000	151,250	174,613	239,726
Medical Revenue	<u>3,351,486</u>	<u>3,072,939</u>	<u>2,852,078</u>	<u>2,953,133</u>
Dental Premiums-City	112,000	102,695	109,556	102,399
Dental Premiums-Retirees	-	-	2,592	2,472
Dental Premiums-Employee	60,000	54,965	52,623	52,199
Dental Revenue	<u>172,000</u>	<u>157,660</u>	<u>164,771</u>	<u>157,070</u>
Total Revenue	<u>3,523,486</u>	<u>3,230,599</u>	<u>3,016,849</u>	<u>3,110,203</u>
<b>Expenditures:</b>				
<b>Medical</b>				
Medical claims	2,414,478	2,178,440	1,032,901	1,405,648
Prescription drug claims	-	-	166,586	195,020
Refunds-Stop Loss Coverage	-	-	(5,394)	22
Total Claims	<u>2,414,478</u>	<u>2,178,440</u>	<u>1,194,093</u>	<u>1,600,690</u>
Medical Claim Fees	105,677	98,480	136,383	151,225
Stop Loss Premiums	666,331	606,693	471,343	506,664
Other - Miscellaneous	112,477	106,191	22,797	69,731
HSA Contributions	237,000	218,769	180,281	94,375
Vitality Rewards	500,000	458,333	-	-
Transfer to Other Funds	-	-	-	-
Total Medical Costs	<u>4,035,963</u>	<u>3,666,906</u>	<u>2,004,897</u>	<u>2,422,685</u>
<b>Dental</b>				
Active Employees & COBRA	193,000	177,110	134,959	154,020
Retiree	4,900	4,649	5,860	3,295
Total Dental Costs	<u>197,900</u>	<u>181,759</u>	<u>140,819</u>	<u>157,315</u>
Claims contingency			-	-
Total Expenditures	<u>4,233,863</u>	<u>3,848,665</u>	<u>2,145,716</u>	<u>2,580,000</u>
Revenue over (under) expenditures	(710,377)	<u>\$ (618,066)</u>	871,133	530,203
Net assets, beginning of year	<u>2,325,068</u>		<u>2,488,521</u>	<u>1,760,168</u>
Net assets, end of period	<u>\$ 1,614,691</u>		<u>\$ 3,359,654</u>	<u>\$ 2,290,371</u>

**City of Franklin**  
**City of Franklin Post Employment Benefits Trust**  
**Balance Sheet**  
**November 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 116,295	\$ 143,090
Investments held in trust - Fixed Inc	2,331,612	2,165,237
Investments held in trust - Equities	4,785,650	4,149,839
Accounts receivable	5,184	7,885
<b>Total Assets</b>	<b>\$ 7,238,741</b>	<b>\$ 6,466,051</b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 1,741	\$ 863
Claims payable	10,000	131,100
Net assets held in trust for post emp	7,227,000	6,334,088
<b>Total Liabilities and Fund Balance</b>	<b>\$ 7,238,741</b>	<b>\$ 6,466,051</b>

**City of Franklin Post Employment Benefits Trust**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2020 and 2019**

<u>Revenue</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 196,682	\$ 213,086
Medical Charges - Retirees	143,083	152,195
Implicit Rate Subsidy	-	91,954
<b>Medical Revenue</b>	<b>339,765</b>	<b>457,235</b>
<b>Expenditures:</b>		
<b>Retirees-Medical</b>		
Medical claims	110,364	232,774
Prescription drug claims	81,239	109,319
Refunds-Stop Loss Coverage	-	(1,393)
<b>Total Claims-Retirees</b>	<b>191,603</b>	<b>340,700</b>
Medical Claim Fees	19,932	41,932
Stop Loss Premiums	63,553	74,086
Miscellaneous Expense	(195)	345
ACA Fees	127	172
<b>Total Medical Costs-Retirees</b>	<b>275,020</b>	<b>457,235</b>
Revenue over (under) expenditures	64,745	-
Annual Required Contribution-Net	165,196	98,495
Other - Investment Income, etc	458,299	1,006,189
<b>Total Revenues</b>	<b>623,495</b>	<b>1,104,684</b>
Net Revenues (Expenditures)	688,240	1,104,684
Net assets, beginning of year	6,538,760	5,229,404
Net assets, end of period	<b>\$ 7,227,000</b>	<b>\$ 6,334,088</b>

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/05/2021
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of January 5, 2021.

**COUNCIL ACTION REQUESTED**



414-425-7500

**License Committee  
Agenda\*  
Alderman's Room  
January 5, 2021 – 5:55 p.m.**

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

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2020-2021 New 6:00 p.m.</b>	<b>Thaler, Ann M.</b> 9044 W. Elm Ct. Unit D Franklin, WI 53132 Irish Cottage			
<b>Operator 2020-2021 New</b>	<b>Garcia, Mayrene Y.</b> 2525 N. 60 <sup>th</sup> St Milwaukee, WI 53210 Staybridge Suites			
<b>Operator 2020-2021 New</b>	<b>Raasch, Robin L.</b> 3168A S. 25 <sup>th</sup> St Milwaukee, WI 53215 Iron Mike's			
<b>Operator 2020-2021 New</b>	<b>Schultz, Calahan M.</b> 26312 Nordic Ridge Dr. Waterford, WI 53185 Midtown Gas & Liquor			
<b>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</b>	<b>Franklin Lions Foundation – Meetings &amp; Fund Raisers</b> Fee Waivers: St Martins Fair Permit, Park Permits, Temporary Class B Beer, and Operator's License Date of Events: 04/3/21, 7/13/21, 7/27/21, 8/10/21, 9/5- 9/6/21 Locations: St Martins Fair, Lions Legend Park 1			
<b>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</b>	<b>Rainbow Aero Modelers Society – Metal Carport</b> Fee waivers: Planning and Inspection Permits Date of Event: Spring/Summer 2021 Location: 7000 W Oakwood Rd.			
		<b>Time</b>		
<b>3.</b>	<b>Adjournment</b>			

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



<b>APPROVAL</b> <i>slw</i> <i>JK</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>01/05/2021</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I.</b>

Attached are vouchers dated December 12, 2020 through January 2, 2021 Nos. 180792 through Nos. 180319 in the amount of \$ 3,470,017.75. Also included in this listing are EFT's Nos. 4465 through Nos. 4473. Library vouchers totaling \$ 23,536.47 and Tourism vouchers totaling \$ 1,371.24 and Water Utility vouchers totaling \$41,523.34. Also included in this listing is \$2,000,000 in temporary investments. Voided checks in the amount of \$ (10,593.01) are separately listed.

Early release disbursements dated December 12, 2020 through December 31, 2020 in the amount of \$ 2,478,001.56 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated December 18, 2020 is \$ 425,007.37, previously estimated at \$ 430,000. Payroll deductions dated December 18, 2020 are \$ 241,540.85 previously estimated at \$ 239,000.

The net payroll dated December 31, 2020 is \$ 419,113.90, previously estimated at \$ 424,000. Payroll deductions dated December 31, 2020 are \$ 428,510.58 previously estimated at \$ 445,000

The estimated payroll for January 15, 2021 is \$ 545,000 with estimated deductions and matching payments of \$ 336,000.

Attached is a list of property tax disbursements Check Nos. 17927 and EFT's Nos. 336 through Nos.341 dated December 11, 2020 through December 30, 2020 in the amount of \$ 25,585,864.80. \$ 85,864.80 of this represents reimbursement of tax refunds to General Fund and \$ 25,500,000.00 is the transfer of collections to investment accounts. These payments have been released as authorized under Resolution 2013-6920.

Approval to release payment to Heartland Business Systems in the amount of \$ 1,295.07 for Water Utility network switch upgrade project.

**COUNCIL ACTION REQUESTED**

Motion approving the following:

- City vouchers with an ending date of January 2, 2021 in the amount of \$ 3,470,017.75 and
- Payroll dated December 18, 2020 in the amount of \$ 425,007.37 and payments of the various payroll deductions in the amount of \$ 241,540.85 plus City matching payments and
- Payroll dated December 31, 2020 in the amount of \$ 419,113.90 and payments of the various payroll deductions in the amount of \$ 428,510.58 plus City matching payments and
- Estimated payroll dated January 15, 2021 in the amount of \$ 545,000 and payments of the various payroll deductions in the amount of \$ 336,000, plus City matching and
- Property Tax disbursements with an ending date of December 30, 2020 in the amount of \$ 25,585,864.80 and
- Approval to release payment to Heartland Business Systems in the amount of \$ 1,295.07.

**ROLL CALL VOTE NEEDED**