

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>

REVISED**
CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, OCTOBER 5, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Approval of Minutes of the Regular Common Council Meeting of September 21, 2021.
- D. Hearings.
- E. Organizational Business: Mayoral appointments:

Architectural Board:

- (1) Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 - Alternate Member for a 3 year unexpired term expiring 04/30/24.
- (2) Karen Marschner, 10340 W. Whitnall Edge Dr., Unit #102, Ald. Dist. 6 - Alternate Member for a 3 year unexpired term expiring 04/30/24.

Community Development Authority:

- (3) Curtis Schmitt, 10505 W. Candlestick Ln., Ald. Dist. 2 – for a 4 year unexpired term expiring 08/30/24.

Environmental Commission:

- (4) Thomas Niemiec, 4107 W. College Ave., Ald. Dist. 3 - for a 3 year unexpired term expiring 04/30/23.

Parks Commission:

- (5) Karen Malecki, 8072 S. 59th St., Ald. Dist. 5 - for a 3 year unexpired term expiring 04/30/22.

Board of Public Works:

- (6) James Witt, 6540 S. 51st St., Ald. Dist. 3 - for a 3 year unexpired term expiring 04/30/23.

Technology Commission:

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

- F. Letters and Petitions.
- G. Reports and Recommendations:

Common Council Meeting Agenda

October 5, 2021

Page 2

1. A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being the North 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Dorothy Bosch Common Trust, Applicant) (at 10757 South 92nd Street).
2. An Ordinance to Amend §15-3.0430 of the Unified Development Ordinance, Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) to Allow for Façade Changes Within the Woodland Trails Condominiums Complex (Woodland Trails Condominium Association, Inc., Applicant) (9301, 9325, 9337, 9363, 9375, 9399 and 9411 Cobblestone Way).
3. A Resolution to Amend Resolution No. 2019-7522 and Quit Claim Deed for Dedication and Acceptance of Right-of-Way for Velo Village Apartments, LLC for Public Road/Right-of-Way Purposes (Tax Key No. 754-9002-000).
4. Request to Hire Police Officer.
5. Request Common Council Authorization to Reclassify and Fill a Previously Authorized Half-time Fire Inspector Position as a Full-time Position, Shared with the Oak Creek Fire Department and Execute an Intergovernmental Cooperation Agreement (ICA) with the City of Oak Creek.
6. Authorization to Allow Contract with Maxim Locum Tenens and Advanced Practitioners for Temporary Staff Position of an Epidemiologist.
7. Motion to allow the Director of Health and Human Services to Accept and Sign the Division of Public Health Consolidated Contracts for Continued COVID-19 Mitigation and Recovery Efforts.
8. A Resolution Authorizing the Installation of a Fence Within the 10-Foot Storm Sewer Easement, Upon Lot 101 of High View Estates Addition No 2 (4818 W. Anita Lane) (Tax Key No. 834-0074-000) (Rattan Soni and Amita Soni, Applicants).
9. A Resolution to Execute State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for Improvements Related to a Wisconsin Department of Transportation Project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue in the Amount of \$188,330.
10. Authorization of an Annual Maintenance Repair Specifications Work Order with Regard to City of Franklin Facilities, with Industrial Roofing Services, Inc. (IRS).
11. An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budgets for the Capital Outlay Fund to Provide \$7,190 of Appropriations for the Update of the Unified Development Ordinance Rewrite Project.
12. A Resolution Designating Signatures for Checks and Orders Pursuant to § 66.0607 Wisconsin Statutes.
13. August 2021 Monthly Financial Report.
14. Recommendation for 2022 Employee Benefit-Related Coverages, Carriers and Premium Shares, Including: Health Insurance, Wellness, Health and Wellness Supplementary Programs and Dental Insurance.
15. Recommendation from the Committee of the Whole Meeting of October 4, 2021: Consideration of a Resolution Adopting the City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council.
16. A Resolution to Amend Resolution No. 2020-7681, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon

Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), to Extend the Time for Commencement of the Special Use Development. As the subject Special Use development is a subject in the litigation matter Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court Case No. 20-CV-7031, which litigation matter is in process and pending at this time, the Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

- 17.** Single-family residence property at 6043 West Glen Court, Franklin, Wisconsin, Tax Key No. 805-0046-000, human health hazard on private premises and unfit for human habitation property. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the investing of public funds and governmental actions in relation thereto with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property, and pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property.

H. Licenses and Permits.

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

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

October 7	Plan Commission Meeting	7:00 p.m.
October 19	Common Council Meeting	6:30 p.m.
October 21	Plan Commission Meeting	7:00 p.m.
October 31	Trick of Treat	4:00-7:00 p.m.
November 2	Common Council Meeting	6:30 p.m.
November 4	Plan Commission Meeting	7:00 p.m.

Blank Page

RES. 2021-7777
GO BONDS \$3,635,000
TID PROJECTS

Alderman Barber moved to adopt Resolution No. 2021-7777, AN INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,635,000 FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICTS. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES 2021-7778
SALE OF GO CORP.
BONDS \$6,710,000

Alderman Barber moved to adopt Resolution No. 2021-7778, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$6,710,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021B. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

NOTICE OF
ELECTORS TO BOND
ISSUES

Alderman Mayer moved to direct publication of the Notice to Electors Relating to Bond Issues. Seconded by Alderman Barber. All voted Aye; motion carried.

EHLERS & ASSOC.
FOR DISSEMINATION
AGENT

G.3.

Alderwoman Hanneman moved to direct staff to engage Ehlers & Associates for Dissemination Agent for Issuer Continuing Disclosure services for 2022 Required Under Securities and Exchange Commission Rule 15c2-12. Seconded by Alderman Barber. All voted Aye; motion carried.

PARKLAND
ACQUISITION STUDY

G.4.

Alderwoman Hanneman moved to adopt the Parkland Acquisition Study of the Implementation of the Comprehensive Outdoor Recreation Plan for the Use of Park Impact Fees. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderwoman Hanneman moved to recommend Scenario E, as provided in the Common Council packet for this meeting, of the Parkland Acquisition Study for the Future Use of Park Impact Fees. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ORD. 2021-2480
AMEND UDO TO
REZONE CSM NO.
9338 (12000 &
12204 W. LOOMIS
RD.)

G.5.

Alderman Nelson moved to adopt Ordinance No. 2021-2480, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED SURVEY MAP NO. 9338 FROM MULTIPLE-FAMILY RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT (LOCATED AT 12000 WEST LOOMIS ROAD AND 12204 WEST LOOMIS ROAD) (APPROXIMATELY 15 ACRES) (STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.

- 2021-2022 CONTRACT GRANTS FOR HEALTH DEPT G.6. Alderman Barber moved to authorize the Director of Health and Human Services to accept the 2021-2022 Division of Public Health Consolidated Contract Grants to continue funding health department grants. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2021-7779 AGREEMENT WITH VILLAGE OF RAYMOND FOR MAINTENANCE OF W. SOUTH COUNTY LINE RD. G.7. Alderman Nelson moved to adopt Resolution No. 2021-7779, A RESOLUTION AUTHORIZING SIGNING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE VILLAGE OF RAYMOND TO DEFINE MAINTENANCE RESPONSIBILITIES FOR W. SOUTH COUNTY LINE ROAD (8 MILE ROAD) BETWEEN S. 27TH STREET (STH 241) AND S. 124TH STREET (STH 45). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- FIRE DEPT./MILW CO. SHARING AGREEMENT G.8. Alderman Mayer moved to approve the Franklin Fire Department participation in the “Milwaukee County Sharing Agreement”. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- AGREEMENT WITH QRS GROUP FOR FIRE INSPECTION DEPT. WORKSPACE G.9. Alderwoman Wilhelm moved to approve an Agreement with QRS Group for the Construction Buildout of Additional Fire Inspection Department Workspace. Seconded by Alderman Mayer. All voted Aye; motion carried.
- PLEASANT VIEW PARK IMPROVEMENTS G.10. Alderwoman Wilhelm moved to reject all bids for the Pleasant View Park Improvements, and direct staff to revise the scope for Pleasant View Park Improvements per Parks Commission’s recommendation, amending Alternate 4 as part of the base bid, and rebid in January 2022. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- TRIAL SHREDDING SERVICE G.12. Alderman Barber moved to direct staff to execute a trial shredding event for City of Franklin residents on the last Saturday in April 2022 at the Franklin Library at a cost not to exceed \$2,000 with advertising for the event to use the City/Library web pages, flyers at City Hall and the Library, and the City/Library newsletters; and further to have staff provide the Common Council with an evaluation of the event in order to possibly schedule a second shredding event for the last week in September 2022 following the same guidelines. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- STP GRANT FOR W. PUETZ RD. G.13. Alderman Holpfer moved to authorize Staff to obtain assistance from a consultant to update, modify, and submit two Surface Transportation Urban Program (STP) grant applications for W. Puetz

Road between S. 27th Street and S. 42nd Street and W. Puetz Road between S. 76th Street and W. St. Martins Road that provides enhanced bicycle and pedestrian accommodations on the north side. Seconded by Alderman Mayer. All voted Aye; motion carried.

SENIOR TRAVEL
PROGRAM UPDATE

G.14. There was no semi-annual update on the Franklin Senior Citizens Travel Program for 2021 as there was no activity due to COVID 19.

RES. 2021-7780
AMEND RES. 2021-
7730 TO AWARD S.
60TH ST. SANITARY
LIFT TO JH
HASSINGER FOR
\$2,376,500

G.15. Alderwoman Hanneman moved to adopt Resolution No. 2021-7780, A RESOLUTION TO AMEND RESOLUTION NO. 2021-7730, AWARD CONSTRUCTION OF SOUTH 60TH STREET SANITARY LIFT STATION REPLACEMENT (10100 SOUTH 60TH STREET) TO JH HASSINGER, INC. FOR \$2,376,500 and issue a Notice to Proceed, with the date after July 29, 2022, to be determined by the City Engineer. Seconded by Alderman Barber. All voted Aye; motion carried.

INFORMED CONSENT
LETTER
VON BRIESEN &
ROPER S.C.

G.16. Alderman Holpfer moved to authorize the Mayor to execute the Potential Conflict of Interest Informed Consent Waiver for von Briesen & Roper, s.c., with regard to the performance of legal services for the City upon labor matters, and also for Victory of the Lamb Lutheran Church with respect to Stormwater Facilities Maintenance Agreements as well as a Conservation Easement at the Church's Franklin, Wisconsin, property. Seconded by Alderman Mayer. All voted Aye; motion carried.

MAYOR'S 2022
RECOMMENDED
BUDGET

G.11. No action was taken at this time following a presentation of the Mayor's 2022 Recommended Budget, which will be forwarded to the Finance Commission for its review and submission of any recommended changes to the Common Council at their meeting of October 19, 2021.

CLOSED SESSION
RES. 2021-7781
RESCIND RES. 2020-
7680
TID 8 DEVELOPMENT
AGREEMENT

G.19. Alderwoman Hanneman moved to adopt Resolution No. 2021-7781, A RESOLUTION TO RESCIND RESOLUTION NO. 2020-7680, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT AND A DEVELOPMENT AGREEMENT FOR TAX INCREMENTAL DISTRICT NO. 8 RELATED PUBLIC IMPROVEMENTS BETWEEN THE CITY OF FRANKLIN, JHB PROPERTIES, LLC, AND ZS ENTERPRISES, LLC, SPEC AND/OR COMMERCIAL BUILDINGS MIXED USE DEVELOPMENT. Seconded by Alderman Barber. All voted Aye; motion carried.

CLOSED SESSION
ORVILLE SEYMER v.
FRANKLIN

G.17. Alderwoman Hanneman moved to enter closed session at 8:56 p.m. pursuant to Wis. Stat. 19.85(1)(g) to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, *Orville Seymer v. City of Franklin*, Milwaukee County Circuit Court, Case No. 2020CV003506, 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 9:42 p.m., Alderman Barber moved to direct legal counsel and staff to proceed as discussed and directed in closed session. Seconded by Alderman Mayer. All voted Aye; motion carried.

CLOSED SESSION
FRANKLIN WATER
UTILITY AND
CUSTOMERS IN 2024
AND BEYOND

G.18. Alderman Barber moved to enter closed session at 9:44 p.m. pursuant to Wis. Stat. 19.85(1)(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 10:04 p.m.

LICENSES AND
PERMITS

H. Alderwoman Wilhelm moved to approve the following:

Hold the 2021-2022 Operator License of Juan Villa, for appearance;

Grant 2021-2022 Operator License to: Justin Agner, Javier Correa Sosa, Vanessa Flores, Ashley Rodriguez, Erica Schwebe; and

Grant 2021-2022 Class "B" Beer and "Class C" Wine to: Big Daddy's BBQ and Soul Food Franklin LLC, Agent Rita A. Lee, 7740 S. Lovers Lane Rd, pending inspection and necessary patio approval.

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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following: City vouchers with an ending date of September 16, 2021 in the amount of \$1,014,294.55; Payroll dated September 10, 2021 in the amount of \$415,920.47 and payments of the various payroll deductions in the amount of \$234,600.28 plus City matching payments; Estimated payroll dated September 24, 2021 in the amount of \$430,000 and payments of the various payroll deductions in the amount of \$465,000 plus City matching payments; and Property Tax disbursements with an ending date of September 16, 2021 in the amount of \$1,384.62. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 10:06 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10-05-21</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Mayoral Commission Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.</i></p>

Mayoral appointments:

Architectural Board:

- (1) Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 - Alternate Member for a 3 year unexpired term expiring 04/30/24.
- (2) Karen Marschner, 10340 W. Whitnall Edge Dr., Unit #102, Ald. Dist. 6 - Alternate Member for a 3 year unexpired term expiring 04/30/24.

Community Development Authority:

- (3) Curtis Schmitt, 10505 W. Candlestick Ln., Ald. Dist. 2 – for a 4 year unexpired term expiring 08/30/24.

Environmental Commission:

- (4) Thomas Niemiec, 4107 W. College Ave., Ald. Dist. 3 - for a 3 year unexpired term expiring 04/30/23.

Parks Commission:

- (5) Karen Malecki, 8072 S. 59th St., Ald. Dist. 5 - for a 3 year unexpired term expiring 04/30/22.

Board of Public Works:

- (6) James Witt, 6540 S. 51st St., Ald. Dist. 3 - for a 3 year unexpired term expiring 04/30/23.

Technology Commission:

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

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments (when waiver request is received):

Architectural Board:

- (1) Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 - Alternate Member for a 3 year unexpired term expiring 04/30/24.
- (2) Karen Marschner, 10340 W. Whitnall Edge Dr., Unit #102, Ald. Dist. 6 - Alternate Member for a 3 year unexpired term expiring 04/30/24.

Community Development Authority:

- (3) Curtis Schmitt, 10505 W. Candlestick Ln., Ald. Dist. 2 -- for a 4 year unexpired term expiring 08/30/24.

Environmental Commission:

- (4) Thomas Niemiec, 4107 W. College Ave., Ald. Dist. 3 - for a 3 year unexpired term expiring 04/30/23.

Parks Commission:

- (5) Karen Malecki, 8072 S. 59th St., Ald. Dist. 5 - for a 3 year unexpired term expiring 04/30/22.

Board of Public Works:

- (6) James Witt, 6540 S. 51st St., Ald. Dist. 3 - for a 3 year unexpired term expiring 04/30/23.

Technology Commission:

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

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Friday, October 16, 2020 7:21 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Craig Marifke
PhoneNumber:
EmailAddress:
YearsasResident: 19
Alderman:
ArchitecturalBoard: yes
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: ZS LLC
CompanyAddressJob1: 10501 West Research Drive, Milwaukee WI 53226
TelephoneJob1: 414-727-5000
StartDateandPositionJob1: 6-2013 / Senior Structural Engineer
EndDateandPositionJob1: Current
CompanyNameJob2: Harwood Engineer Consultants
AddressJob2: 255 N 21st St, Milwaukee WI 53233
TelephoneJob2: 414-475-5554
StartDateandPositionJob2: 6-1996 / Engineer

EndDateandPositionJob2: 5-2013 / Senior Structural Engineer
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Craig A Marifke
Date: 10/16/2020
Signature2: Craig A Marifke
Date2: 10/16/2020
Address: 10402 West Herda Place Franklin, WI 53132
PriorityListing:

WhyInterested: I have been involved with the construction industry for twenty four years. I am excited with the growth that Franklin is seeing and would like to be involved with the process. I am a licensed PE and SE in 18 states including Wisconsin. I feel my experience would be very beneficial to the committee.

DescriptionofDutiesJob1: Structural Engineer on new buildings. Perform condition assessments of existing buildings. Provide construction engineering services to contractors.
DescriptionofDutiesJob2: Worked directly with architects to provide the structural design of the building.

DescriptionofDutiesJob3:

AdditionalExperience:

ClientIP: 173.89.63.129

SessionID: kf5uzuemhj5oca4fcxicguex

[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Wednesday, January 20, 2021 4:46 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Karen Marschner
PhoneNumber:
EmailAddress:
YearsasResident: 3 weeks
Alderman:
ArchitecturalBoard: yes
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: JOHNSON CONTROLS
CompanyAddressJob1: 507 E MICHIGAN ST
TelephoneJob1: karen.klement-marschner@jci.com
StartDateandPositionJob1: 5/2011 - Mechanical Engineer Intern
EndDateandPositionJob1: N/A - Project Engineer - Mechanical
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Karen Klement-Marschner

Date:

1/20/2021

Signature2:

Karen Klement-Marschner

Date2:

1/20/21

Address:

10340 W. Whitnall Edge Dr. Unit #102

PriorityListing:

WhyInterested:

I'm interested in joining the architectural review board for many reasons. However the primary two reasons are : first, I would like to serve my community in the best possible way; secondly I think an important part of any community is the aesthetics, stability, and ease of use to maintain or increase property values. With my past experiences in developing community value and home improvement projects to increase equity, I feel this board would be a great fit .

DescriptionofDutiesJob1:

Within the last 10 years at Johnson Controls I've had experience in the following: design, drafting, new product development, manufacturing processes, SKU reduction, 2D to 3D conversion, project and program management, contract & warranty development. Involvement in the yearly Tech Challenge has allowed me to produce 3 products worthy of a patent. Which is pretty cool!

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

Volunteering with various organizations which improve the living conditions of the community. (e.g. Designing water systems for a developing community in Nicaragua and completing health assessments for engineering projects in Honduras.) Also, my husband and I have completed various home improvement projects and find enjoyment in increasing our home equity. Other interests include hiking, skiing, and family time.

ClientIP:

165.225.57.49

SessionID:

jyt3pj05tmfzhomv3nwcumxz

See Current Results

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Wednesday, October 30, 2019 10:35 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Curtis Schmitt
PhoneNumber:
EmailAddress:
YearsasResident: 1
Alderman: 2
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: yes
EconomicDevelopmentCommission: yes
EnvironmentalCommission: no
FinanceCommittee: yes
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: yes
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: WaterStone Bank
CompanyAddressJob1: 10101 W. Greenfield Avenue, West Allis, WI
TelephoneJob1: 414-459-4451
StartDateandPositionJob1: 09/01/2019
EndDateandPositionJob1: Currently There
CompanyNameJob2: Wisconsin Veterans Chamber of Commerce
AddressJob2: 313 N. Plankinton Ave, Milwaukee, WI
TelephoneJob2:
StartDateandPositionJob2: 08/2018

EndDateandPositionJob2: 08/2019
CompanyNameJob3: J.P. Morgan Chase
AddressJob3: 7100 S 76th Street, Franklin, WI
TelephoneJob3: 4145296214
StartDateandPositionJob3: 07/2011
EndDateandPositionJob3: 08/2018
Signature: Curtis L. Schmitt Jr.
Date: 10-30-2019
Signature2: Curtis L. Schmitt Jr.
Date2: 10-30-2019
SourceDocID: 9278
SourceNavName: Volunteer Fact Sheet
Address: 10505 W. Candlestick Lane
PriorityListing:

WhyInterested: I am interested in joining these Boards because of my belief in civic engagement and the ability to help the City of Franklin grow and remain a top city in the country. I strongly believe that we currently have some great folks working for us and I want to be a part of that team. I would like to create a Veteran and Military Affairs Committee as well.

DescriptionofDutiesJob1: Community President
DescriptionofDutiesJob2: Membership/Sponsorship Director
DescriptionofDutiesJob3: Private Wealth Manager

AdditionalExperience: United States Army Combat Medic 2001-2012 Gubernatorial Appointment, Board of Veterans Affairs, State of Wisconsin (2019-2023) Board of Directors, Soldiers Angels, 2016-2018 Board of Directors, VETMotorsports, 2017-Current

ClientIP: 69.135.22.126
SessionID: h53bladpd1zgo3hlp2tweyc
[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Monday, June 28, 2021 11:47 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Thomas Niemiec
PhoneNumber:
EmailAddress:
YearsasResident: 16 years
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Imperial Tool and Plastics
CompanyAddressJob1: 7000 Industrial Loop
TelephoneJob1: 414-421-2884
StartDateandPositionJob1: 1997
EndDateandPositionJob1: Present
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Thomas J Niemiec

Date:

6-28-21

Signature2:

Thomas J Niemiec

Date2:

6-28-21

Address:

4107 West College Avenue

PriorityListing:

WhyInterested:

I care about the environment and help volunteer in my free time fighting invasive species...I feel I am a good decision maker and can look at situations from multiple point of views.

DescriptionofDutiesJob1:

Co-run the company

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

I am the president of Friends of Grobschmidt Park, non-profit group. I am the president (as of April 2021) of the condo board at Park Meadow Homes

See Current Results

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, January 31, 2019 4:19 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Karen Malecki
PhoneNumber:
EmailAddress:
YearsasResident: 38 years
Alderman: Mike Barber Ald. District 5
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 0
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 1
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
QuarryMonitoringCommittee: 0
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: City of Greenfield, WI Parks and Recreation Dept.
TelephoneJob1: (414) 329-5370
StartDateandPositionJob1: June 1999 (full time)
EndDateandPositionJob1: March 2018
CompanyNameJob2:
TelephoneJob2:
StartDateandPositionJob2:
EndDateandPositionJob2:
CompanyNameJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Karen Malecki

Date:

January 31, 2019

Signature2:

Karen Malecki

Date2:

January 31, 2019

Address:

8072 S 59th Street, Franklin WI 53132

PriorityListing:

WhyInterested:

I have many work years experience in the parks and recreation field. Recently retired, looking to give back to the Franklin community.

CompanyAddressJob1:

7325 W. Forest Home Ave. Greenfield, WI 53220 / Room 200

DescriptionofDutiesJob1:

Supervisor Older Adults 55+ / Volunteers / Graphics / Community Special Events Graphics: Parks and Recreation activity guide and city newsletters / policy's hand books and forms (park and community center rentals) / employee handbook) City Event Promotions (logos / brochures / t-shirts / etc.)

AddressJob2:

DescriptionofDutiesJob2:

AddressJob3:

DescriptionofDutiesJob3:

Designed: a variety of signs/ banners for city parks and special events / logos
Designed (outdoor electronic signage) to promote community special events
Hobbies include: gardening / painting (acrylic) / sewing / nature (wild life & birds / animals Member of Innovative Fitness, Franklin

AdditionalExperience:

ClientIP:

98.144.166.179

SessionID:

oe1jrn45zftf1j2rjzluizrt

See Current Results

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, August 12, 2021 11:06 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: james witt
PhoneNumber:
EmailAddress:
YearsasResident: 63
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: yes
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Graef- US
CompanyAddressJob1: 6540 s 51 st
TelephoneJob1: 4144219022
StartDateandPositionJob1:
EndDateandPositionJob1:
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: James Witt

Date: 8/12/2021

Signature2: James Witt

Date2:

Address: 6540 s 51 st

PriorityListing:

WhyInterested: My professional uniquely positions me to assist the City of Franklin with public works matters.

DescriptionofDutiesJob1:

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience: local Lion's club member for over 30years

See Current Results

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Sunday, December 20, 2020 1:21 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Michelle L Tischer
PhoneNumber:
EmailAddress:
YearsasResident: 1
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: yes
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: HealthEquity, Inc.
CompanyAddressJob1: 15 W Scenic Pointe Dr, Draper UT 84020
TelephoneJob1: 8017271000
StartDateandPositionJob1: 1/25/99, Director Of Telecom
EndDateandPositionJob1: N/A
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Michelle Tischer

Date: 12/20/20

Signature2: Michelle Tischer

Date2: 12/20/20

Address: 11385 W Rawson Av

PriorityListing:

WhyInterested: I'm interested in a new volunteering experience and I think I can add value.

DescriptionofDutiesJob1:

Oversee all voice/data related items for the company, both contact center and back office, supporting over 3,000 users. Manage all data and voice contracts and vendors for five offices nationwide. Lead the future technology projects and decisions. Budget and approve expenses. Manage a team of employees.

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

I have previously served as the President at Hidden Oaks Condominiums (2010-2011). I'm also a client advisory board member for TTEC Digital (2017-present). I'm experienced in evaluating technology needs for all sizes of organizations. Earlier in my career I was part of a smaller company (85 employees) and the technology needs were much different than a large organization. I also volunteer at JRs Pup N Stuff where earlier this year I consulted on a new cloud phone system, which was implemented with much success with cost savings. I also enjoy walking dogs for JRs when my schedule allows.

ClientIP: 70.92.135.3

SessionID: 5oz4yymmbq4hrbaukxfv2ng1

[See Current Results](#)

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/05/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN</p> <p style="text-align: center;">(DOROTHY BOSCH COMMON TRUST, APPLICANT)</p> <p style="text-align: center;">(AT 10757 SOUTH 92ND STREET)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.1.</p>
<p>At the September 23, 2021, regular meeting, the Plan Commission carried a motion to recommend approval of this resolution, the vote was 4-0-2. At the same meeting, the Plan Commission adopted a resolution to approve a land division variance to allow for the proposed Lot No. 2 with an area of 4 acres, while the minimum lot area in the A-2 zoning district is 35 acres, the vote was 4-0-2.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution 2021-_____, conditionally approving a 2 lot certified survey map, being the North 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Dorothy Bosch Common Trust, applicant) (at 10757 South 92nd Street)</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-16-21]

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT
CERTIFIED SURVEY MAP, BEING THE NORTH 1/2 OF THE SOUTHEAST
1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(DOROTHY BOSCH COMMON TRUST, APPLICANT)
(AT 10757 SOUTH 92ND STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being the North 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 10757 South 92nd Street, bearing Tax Key No. 986-9997-000, Dorothy Bosch Common Trust, 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 Dorothy Bosch Common Trust, 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 and content as may otherwise be reasonably required by the City Engineer or

DOROTHY BOSCH COMMON TRUST – CERTIFIED SURVEY MAP
RESOLUTION NO. 2021-_____

Page 2

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. Dorothy Bosch Common Trust, successors and assigns, and any developer of the Dorothy Bosch Common Trust 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 Dorothy Bosch Common Trust and the 2 lot certified survey map project for the property located at 10757 South 92nd Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall submit a written conservation easement document for Lot 2, subject to review by City staff, and approval by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.
7. The technical corrections noted by the Engineering Department in memorandum dated August 18, 2021, and Milwaukee County Register of Deeds in letter dated August 16, 2021, must be addressed prior to recording of this Certified Survey Map.

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

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

DOROTHY BOSCH COMMON TRUST – CERTIFIED SURVEY MAP
RESOLUTION NO. 2021-_____

Page 3

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of September 23, 2021

Certified Survey Map and Land Division Variance

RECOMMENDATION: City Development Staff recommends approval of the Certified Survey Map (CSM) and Land Division Variance applications submitted by Bonita K. Bosch Living Trust, Daniel J. Zagrodnik and/or Barbara A. Zagrodnik Living Trust and Barbara A. Zagrodnik Separate Trust, subject to the conditions in the attached draft resolutions.

Table with 2 columns: Field Name and Value. Fields include Project Name, Project Location, Property Owner, Applicant, Current Zoning, 2025 Comprehensive Plan, and Applicant's Action Requested.

Introduction

Applications for Certified Survey Map and Land Division Variance to split property located at 10757 S 92nd Street:

Certified Survey Map (CSM):

The proposed Certified Survey Map splits the approximately 80-acre property in 2 separate lots. Lot 1 would be vacant of structures and have an area of 74.96 acres with a lot width of 1,006 feet along South 92nd Street Lot 2 would contain the existing structures, such as the house, barn, silo and other accessory structures, this lot would have an area of 4 acres and a lot width of 319.5 feet along the same roadway. 1.21 acre is dedicated for South 92nd street right-of-way. This land division essentially allows the owner to separate 4 acres of the 80-acre property.

The applicant submitted this Certified Survey Map application on August 5, 2021. Pursuant to Wisconsin Statutes §236.34(1m)(f), the approving authority (Common Council) 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 November 3, 2021.

Land Division Variance:

According to the Unified Development Ordinance (UDO) Table 15-3.0315, the minimum lot area in the A-2 Prime Agricultural District is 35 acres. The applicant is seeking this land division variance to allow for Lot 2 with an area of 4 acres. No site plan or rezoning is being proposed at this time, zoning remains as Prime Agricultural (A-2).

Project Description and Analysis

With regards to the Land Division Variance request, Section 15-9 0310B.1 of the City of Franklin Unified Development Ordinance states, "No variance to the provisions of Divisions 15-5 0100, 15-8.0100, and 15-8 0200 of this Ordinance shall be granted unless the Plan Commission finds by the greater weight of the evidence that all the following facts and conditions exist.

1. There is exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship

Staff comment The subject property has a rectangular shape with approximately 80 acres, it is essentially an eighth of a survey section (640 acres), so this property could be divided into 2 lots without the need of a land division variance. On the other hand, it is worth noting that the minimum lot area of 35 acres is unique to the A-2 Prime Agricultural zoning district, for example the minimum lot area in the A-1 Agricultural District is 3 acres

2. Such hardships should not apply generally to other properties or be such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed

Staff comment The adjacent properties that are zoned A-2 are similar in size to the subject property, for example 9801 W Oakwood Rd with 79.32 acres and 10941 S 92nd Street with 73.98 acres. However, the future land use designation of the City of Franklin Comprehensive Master Plan for the subject property is residential and areas of natural resources. The proposed Lot 2 with 4 acres would not impede future residential development or further land subdivision for residential use.

3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity

Staff comment Other properties zoned A-2 in the surrounding area have lot areas under 35 acres. For example, 10642 S 92nd Street with 4.99 acres, TKN 985 9996 000 with 19.47 acres, 10923 S 92nd Street with 1.39 acres and 11001 S 92nd Street with 2.01 acres

4. That the variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest

Staff comment Even though Lot 2 does not meet the minimum lot area, this 319 feet by 545 feet property meets the minimum lot width of 300 feet and it is close to the preferred ratio of depth to width of 2 to 1

With regards to natural resources, the Natural Resource Protection Plan (NRPP) identifies areas with steep slopes and a wetland on Lot 2. This wetland and associated buffers and setbacks are required to be protected by a conservation easement (see condition of approval # 6).

Recommendation

Staff recommends approval of the Certified Survey Map and Land Division Variance subject to the conditions set forth in the attached draft resolutions.

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY

[Draft 9-17-21]

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION
VARIANCE FOR A 2 LOT CERTIFIED SURVEY MAP, BEING THE
NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP
5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN,
MILWAUKEE COUNTY, WISCONSIN
(DOROTHY BOSCH COMMON TRUST, APPLICANT)
(AT 10757 SOUTH 92ND STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application from Dorothy Bosch Common Trust, for a land division variance to allow for the creation of a lot with an area of 4 acres, such variance being necessary as a concurrent application for approval of a certified survey map, such map being the North 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 10757 South 92nd Street, bearing Tax Key No. 986-9997-000, Dorothy Bosch Common Trust, applicant; and

WHEREAS, §15-9.0310 of the Unified Development Ordinance allows for Land Division Variances in part through the applicability thereof upon §15-5.106 and its application relation to and from the provisions of Table 15-3.0315 providing that the minimum lot area in the A-2 Prime Agricultural District is 35 acres; and

WHEREAS, §15-9.0310 of the Unified Development Ordinance sets forth findings which must be made by the Plan Commission and approved by a majority vote of the entire membership of the Plan Commission (4 votes) for approval of a Land Division Variance application.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Commission makes the following findings upon the greater weight of the evidence that all the following facts and conditions exist:

1. There are exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship, to wit: Given the property size of approximately 80 acres and the minimum lot area requirement of 35 acres, the 2-lot certified survey map would not exceed the overall density for the A-2 Prime Agricultural district.
2. Such hardships should not apply generally to other properties or be of such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed, to wit: The proposed land division would

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE
FOR DOROTHY BOSCH COMMON TRUST

RESOLUTION NO. 2021-_____

Page 2

not negatively impact the neighboring properties since the master plan indicates the land in the area to be zoned residential.

3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity, to wit: Other properties zoned A-2 Prime Agricultural in the surrounding area have lot sizes under 35 acres.

4. That the variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest, to wit: The intent of the A-2 Prime Agricultural district is to prevent the premature conversion of agricultural land to scattered urban and suburban uses such as residential, commercial and industrial uses. The 2 lots created by the certified survey map retain the existing A-2 zoning where urban and suburban uses are prohibited.

BE IT FURTHER RESOLVED, that the application by Dorothy Bosch Common Trust, for a Land Division Variance, upon the above findings, be and the same is hereby approved, subject to the approval of the aforesaid certified survey map application by Dorothy Bosch Common Trust.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2021.

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

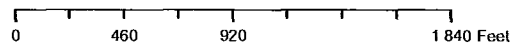
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

10757 S. 92nd Street
TKN: 986 9997 000

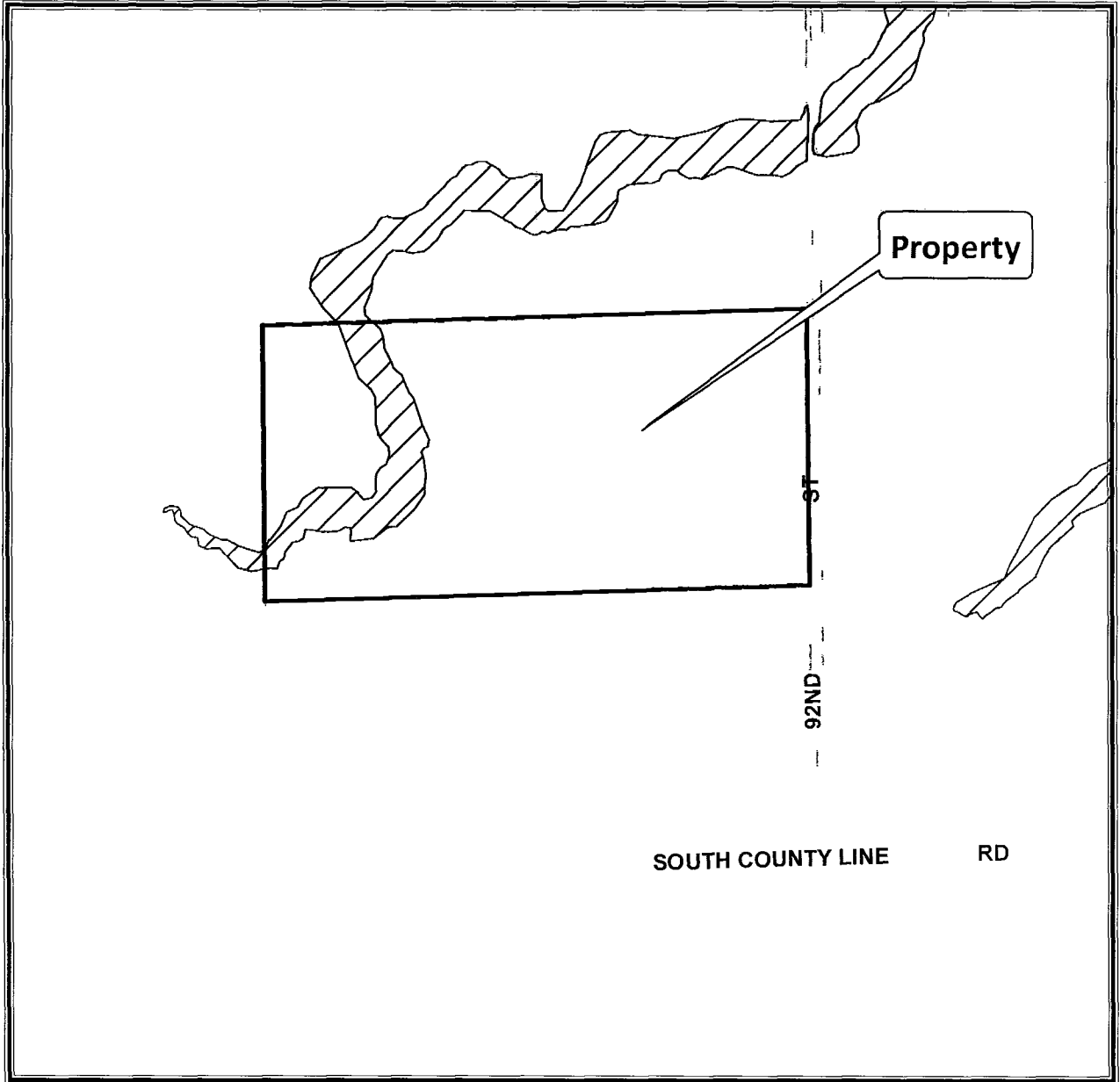


Planning Department
(414) 425-4024

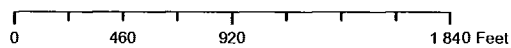


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

10757 S. 92nd Street
TKN: 986 9997 000



Planning Department
(414) 425-4024



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

MEMORANDUM

Date: August 20, 2021

To: Bonita Bosch, Breanna Predzik and Barbara Zagrodnik

From: Régulo Martínez-Montilva, Principal Planner
City of Franklin, Department of City Development

RE: Comments and Recommendations for Certified Survey Map and Land Division Variance applications. 10757 S. 92nd Street, Tax Key No. 986-9997-000.

Below are comments and recommendations for the Certified Survey Map and Land Division Variance applications submitted on August 5, 2021.

Department of City Development comments

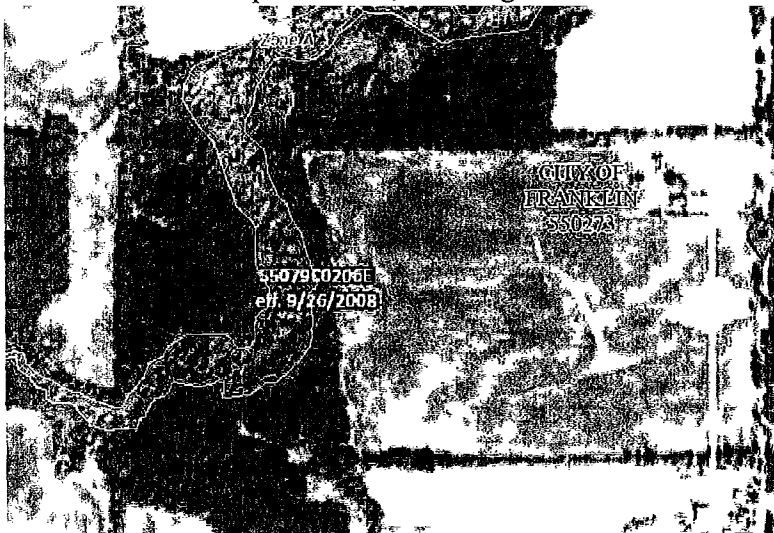
1. **Required information for Certified Survey Maps.** Per Section 15-7.0702 of the Unified Development Ordinance (UDO), please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following:

***B. Setbacks, Shore Buffers, Wetland Buffers, Wetland Setbacks, and Building Lines.** All required setbacks, shore buffers, wetland buffers, wetland setbacks, and building lines shall be graphically indicated and dimensioned on the Certified Survey Map*

Please add the 30-foot wetland buffer and the 50-foot wetland setback.

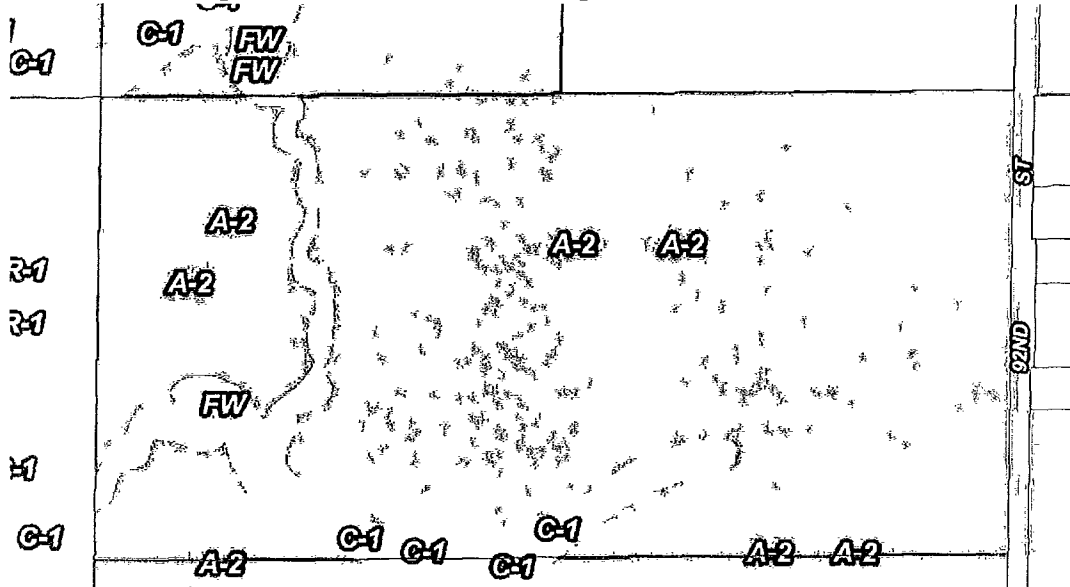
***G. Floodplain Limits and Contours.** Floodplain limits and the contour lines lying a vertical distance of two feet above the elevation of the one-hundred-year recurrence interval flood, or where such data is not available, five feet above the elevation of the maximum flood of record*

Please add the floodplain limits, see image below for reference



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

Please add zoning district boundaries, see image below for reference:



2. **Conservation easement.** Pursuant to UDO §15-7.0702.P, conservation easements are required for Certified Survey Maps, the location and extent of conservation easements should be directly related to the Natural Resource Protection Plan. The conservation easement area shall be graphically indicated and clearly delineated and dimensioned on the face of the Certified Survey Map, this area must include the wetland and associated buffer and setback present in Lot 2.

The standard city's template for conservation easements is attached for your reference. Upon approval of the conservation easement by the Common Council, such document should be recorded concurrently with the Certified Survey Map.

3. Please add middle name initials to the Mayor and City Clerk names, it should read Stephen R. Olson and Sandra L. Wesolowski.
4. **CSM review time frame.** Pursuant to Wisconsin Statutes 236.34(1m)(f), the approval authority shall take action within 90 days of submittal unless the time is extended by agreement with the subdivider, therefore, the Common Council shall take action before November 3. If you are not able to address staff comments timely for the provided meeting dates (9/23, 10/7 or 10/21 Plan Commission), you can extend the review time in writing.

Engineering Department comments

5. See separate letter.

Inspection Services Department comments

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

Police Department comments

7. The PD has no comment regarding this request.

Fire Department comments

8. FD has no comments at this time.

Milwaukee County Register of Deeds comments

9. See separate letter, disregard comments regarding review fee.



ENGINEERING DEPARTMENT

Date: August 18, 2021

To: Planning and Zoning Department

From: Ronnie Asuncion, Eng Lead Tech

Re: Certified Survey Map

Owner: Dorothy Bosch Common Trust

Address: 10757 S 92nd Street

The Engineering Department has completed its review of the above proposed certified survey map. Prior to recommending it for approval, the following conditions should be resolved:

Must resolve all technical omissions and deficiencies identified by the City of Franklin and County of Milwaukee.

- On page 1 of 4;
 - a) Add this note “PROPERTY IS NOT SERVED BY MUNICIPAL SANITARY SEWER AND WATER”.
 - b) Under Legend, add the monument symbol.

- On page 2 of 4;
 - a) Indicate who delineated the wetland (Wetland Delineator Certified by the State of Wisconsin) and when it was delineated.
 - b) Show the wetland setbacks;
 - 30’ BUFFER NO TOUCH ZONE
 - 50’ SETBACK NO BUILD

- On page 3 of 4;
 - a) On the last paragraph, after the phrase WISCONSIN STATUTES change the sentence “AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE” to “**AND THE UNIFIED DEVELOPMENT ORDINANCE-DIVISION 15**”....

- On page 4 of 4;
 - a) Under the COMMON COUNCIL APPROVAL, insert the word “**AND ACCEPTED**” after the word “APPROVE”.
 - b) Under Mayor’s signature, change Steven to **STEPHEN OLSON-MAYOR**

Thank you



REGISTER OF DEEDS

Milwaukee County

ISRAEL RAMON - Register of Deed

August 16, 2021

City of Franklin Planning Department
Attn: Gail M. Olsen, City Development Secretary
9229 W. Loomis Road
Franklin, WI 53132-9728

\$75.00 Review Fee Not Paid

RE Preliminary Review of Certified Survey Map
That Part of North ½ of SE ¼ of SEC 32 T 5N, R21E, City of Franklin, County of Milwaukee, State of Wisconsin

Tax Key Number (s): 986-9997

Owners(s): Bonita K. Bosch Living Trust, Daniel J. Zagrodnik/Barbara A. Zagrodnik Living Trust

Comment: Please make sure all ownership is correct before recording Certified Survey Map

Comment: Milwaukee County is reviewing the Preliminary Plat for closure issues and to verify ownership. Please refer to Wisconsin State Stats 236 and the local municipalities ordinances for further questions

Sincerely,
Rosita Ross
Real Property Supervisor
Rosita.Ross@MilwaukeeCountywi.gov
414-278-4047

Cc: file
Ronnie Asuncion, Engineering Technician
Peter J. Nielson/Surveyor

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 Email general@cityoffranklin.com



Franklin Phone (414) 425-4024
 Fax (414) 427-7691
 Web Site www.cityoffranklin.com
 AUG 05 2021
 Date of Application _____

VARIANCE AND APPEALS APPLICATION City Development

Complete, accurate and specific information must be entered. Please Print.

Property Owner/Legal Entity (Full Legal Name[s])

Name Bonita Bosch, Breanna Predzik, Barbara Zagrodnik
 Name Dorothy Bosch Common Trust
 Mailing Address 8830 W Oakwood Road
 City / State Franklin, WI Zip 53132
 Phone 414 712 4437
 Email Address. bpredzik8787@gmail.com

Applicant is Represented by (contact person) (Full Legal Name[s]):

Name _____
 Company _____
 Mailing Address _____
 City / State _____ Zip _____
 Phone _____
 Email Address _____

Project Property Information:

Property Address 10757 S 92nd Street, Franklin, WI 53132
 Tax Key Nos 986997000
 Existing Zoning. A-2
 Existing Use. Agriculture
 Proposed Use A-2
 Future Land Use Identification Residential

Variance Type Requested

- Administrative Appeal * UDO Section 15-10 0205
- Area Variance * UDO Section 15 10 0206
- Use Variance * UDO Section 15 10.0207
- Non Conforming Use(s) UDO Section 15 3 1010E
- Land Division Variance** UDO Section 15-9 0310

The 2025 Comprehensive Master Plan Future Land Use Map is available at www.cityoffranklin.com/Future/Revised/UDO%2015%2016
 The Unified Development Ordinance is available at the City's website www.cityoffranklin.com

Variance and Appeals Application submittals for review must include and be accompanied by the following:

(See Section 15-10.0206 of the Unified Development Ordinance for additional Variance requirements and procedures)

- This Application Form accurately completed with original signature(s). Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$250
- Legal Description for the subject property (WORD doc or compatible format)
- Seven (7) complete collated sets of Application materials to include
 - One (1) original and six (6) copies of a written Project Summary describing the project and including the information requested in Sections 15 9 0105C (Administrative Appeal) or 15-9 0106C. (Variance) of the Unified Development Ordinance
 - Three (3) folded full size, drawn to scale copies of the Plat of Survey, Site Plan, Building Elevations, Landscape Plan and Outdoor Lighting Plan, as appropriate, Photographs and any other supporting documents, which illustrate the Variance request
 - Four (4) folded reduced size (11"x17") copies of the above stated submittal materials
- Three (3) Affidavit Forms with original and notarized signatures (facsimiles and copies will not be accepted)
- *Completed "Findings and Factors in the Review of Variances" Form (from Sections 15 10 0206C.1 and 15-10 0211 of the UDO)
- **Completed "Findings and Factors in the Review of Land Division Variances" Form (from Sections 15-9 0310B 1 of the UDO)
- Email (or CD ROM) with all plans/submittal materials (where applicable) Plans must be submitted in both Adobe PDF and AutoCAD compatible format

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Most Variance and Appeal requests require a public hearing prior to Board or Commission approval

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

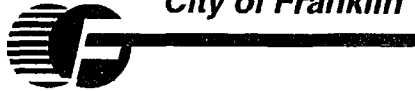
(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization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

Bonita Bosch
Breanna Predzik
Barbara Zagrodnik
 Signature - Property Owner
Dorothy Bosch Common Trust
 Name & Title (PRINT)
 Date 8/4/2021

Bonita Bosch
Breanna Predzik
Barbara Zagrodnik
 Signature - Property Owner
Dorothy Bosch Common Trust
 Name & Title (PRINT)
 Date 8/4/2021

Bonita Bosch
Breanna Predzik
Barbara Zagrodnik
 Signature - Applicant's Representative
Dorothy Bosch Common Trust
 Name & Title (PRINT)
 Date 8/4/2021

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email generalplanning@franklinwi.gov



Phone (414) 425-4024
Fax (414) 427-7691
Web Site www.franklinwi.gov

Findings and Factors in the Review of Land Division Variances

Date: 9/13/21

Case No. _____

Property Owner: Boris K Bosch Trust, Boris K Bosch Trustee, Barbara A Zagrodzki Trust, Barbara A Zagrodzki, Trustee, Boris K Bosch Living Trust, Boris K Bosch Trustee, Daniel J Zagrodzki and Barbara A Zagrodzki

Property Address: 10757 S 92nd Street, Franklin WI 53132

Section 15-9.0310B.1 of the City of Franklin Unified Development Ordinance states, "No variance to the provisions of Divisions 15-5.0100, 15-8 0100, and 15-8.0200 of this Ordinance shall be granted unless the Plan Commission finds by the greater weight of the evidence that all the following facts and conditions exist and so indicates in the minutes of its proceedings:

1. There is exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship.

If the land division is not allowed, the owners will not be able to sell the parcel and improve their financial situation.

2. Such hardships should not apply generally to other properties or be such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed.

The proposed land division would not negatively impact the neighboring properties since the master plan indicates the land in the area to be zoned residential

3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity.

The proposed 4 acre parcel created by the land division will allow another family to purchase the property and enjoy the land and maintain the property rights and

hopefully fulfill a life time dream to own a sizable parcel of land in the City of Franklin.

4. That the variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.

The proposed land division creates a lot similar in size to other lots along 92nd Street.

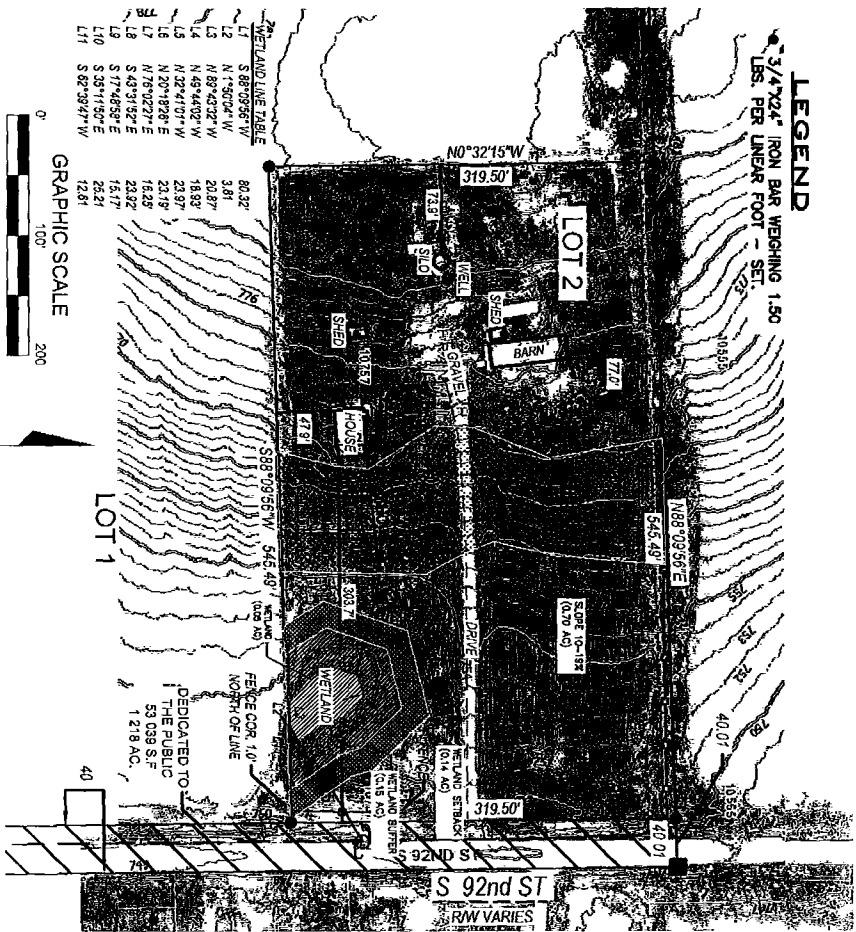
CERTIFIED SURVEY MAP NO. _____
 THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 TOWNSHIP 5 NORTH RANGE
 21 EAST CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN

EXISTING NRPP MAP

Table 1 Worksheet for the Calculation of Natural Resource Protection Land

Natural Resource Features	Zoning District Type	Area of Resource (Acres)	Protection Requirement	Area of Proposed Disturbance (Acres)	Acres of Land Required to be Mitigated	Acres of Land to be Mitigated
Steep Slopes	10-19%	0	0.52	0	0	0
	20-30%	0.70	0	0	0	0
	>30%	0	0	0	0	0
Woodlands & Forests	Nature	0	0	0	0	0
	Young	0	0	0	0	0
Lakes & Ponds	100%	0	0	0	0	0
Streams	100%	0	0	0	0	0
Shore Buffers	100%	0	0	0	0	0
Floodplains/ Floodways	100%	0	0	0	0	0
Wetlands & Shoreland Wetlands	100%	0.05	0.05	0	0	0
Wetland Buffers	100%	0.15	0.15	0	0	0
Wetland Setbacks		0.14	0	0	0	0

LOT 2
 THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 TOWNSHIP 5 NORTH RANGE 21 EAST CITY OF
 FRANKLIN MILWAUKEE COUNTY WISCONSIN
 Address 10757 South 92nd Street, Franklin Wisconsin



BEARINGS ARE BASED ON THE WISCONSIN
 STATE PLANE COORDINATE SYSTEM SOUTH
 ZONE (NAD 27) - GRID NORTH - THE NORTH
 LINE OF THE SE 1/4 OF SEC. 32-5-21 IS
 ASSUMED TO BEAR N 88°09'56" E

LEGEND

10-19% SLOPE

WETLAND BUFFER

WETLAND SETBACK

WETLAND

PROPERTY OWNERS
 Dorothy Bosh Common
 Trust (Breanna Predzik
 Bonita Bosh & Barbara
 Zagrodnik)
 8830 W Oakwood Rd
 Franklin WI 53132
 ph 414-712-4437

NRPP PREPARER
 Helianthus LLC
 Alyn Kasli Shofinski
 1836 W Ford Du Lac Ave
 Ste 100
 Milwaukee WI 53205
 ph 414-588-7339

HELIANTHUS

HELIANTHUS

September 10, 2021

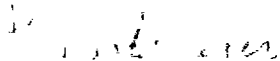
Régulo Martinez-Montilva, AICP
Principal Planner – Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Martinez-Montilva:

I am writing on behalf of Ms. Breanna Predzik in regards to her Land Division Variance application for the property at 10757 S. 92nd Street in the City of Franklin submitted on August 5, 2021. It is my understanding that Mr. Jim Maloney at Lynch & Associates has been working to address the Department of City Development and the Engineering Department comments regarding the required information on the Certified Survey Map (CSM) for Lot 2. This includes adding all setbacks and buffers, the floodplain limits, and existing zoning information, and resolving the technical issues and deficiencies on the CSM. It should also include graphically defining and adding dimensions for the areas to be placed under Conservation easement, and correcting the names of the Mayor and the City Clerk.

Ms. Predzik asked me to assist with filling out the Conservation Easement document. I made the attempt to fill in the paperwork on her behalf, though admittedly, CSM maps and Conservation Easements are not my area of expertise. The updated CSM and Conservation Easement documents are enclosed with this letter. If there are any issues with these documents, please let me know and I will do my best to assist Ms. Predzik with the necessary corrections.

Respectfully,



Kristi Sherfinski
Principal
Helianthus, LLC

Project Summary

Certified Survey Map for Bonita Bosch, Breanna Predzik, and Barbara Zagrodnik

10757 S. 92nd Street, Franklin

The owners of the property would like divide the property into 2 lots. One lot would include the existing farmhouse and accessory buildings and the other would be retained as farm land. This land division gives the current property owners the option to sell the existing farmhouse in the future and also retain a large track of land for family use now and in the future.

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 Email generalplanning@franklinwi.gov



City of Franklin

Phone (414) 425-4024
 Fax (414) 427-7691
 Web Site www.franklinwi.gov

Date of Application _____

CERTIFIED SURVEY MAP (CSM) APPLICATION

Complete, accurate and specific information must be entered. Please Print.

<p>Applicant (Full Legal Name[s])</p> <p>Name <u>Bonita K Bosch Trust, Bonita K Bosch Trustee, Barbara A Zagrodnik Trust, Barbara A Zagrodnik, Trustee, Bonita K Bosch Liv</u></p> <p>Company <u>Daniel J Zagrodnik and Barbara A Zagrodnik Living Trust, Daniel J Zagrodnik and Barbara A Zagrodnik, Trustees, Dorc</u></p> <p>Mailing Address <u>8830 W Oakwood Road</u></p> <p>City / State <u>Franklin, WI</u> Zip <u>53132</u></p> <p>Phone <u>414 712 4437</u></p> <p>Email Address <u>bpredzik8787@gmail.com</u></p> <p>Project Property Information</p> <p>Property Address <u>10757 S. 92nd Street, Franklin, WI 53132</u></p> <p>Property Owner(s) <u>Dorothy Bosch Common Trust (Breanna Predzik Bonita Bosch, Barbara Zagrodnik)</u></p> <p>Mailing Address <u>8830 W Oakwood Road</u></p> <p>City / State <u>Franklin WI</u> Zip <u>53132</u></p> <p>Email Address <u>bpredzik8787@gmail.com</u></p>	<p>Applicant is Represented by: (contact person)(Full Legal Name[s])</p> <p>Name _____</p> <p>Company _____</p> <p>Mailing Address _____</p> <p>City / State _____ Zip _____</p> <p>Phone _____</p> <p>Email Address _____</p> <p>Tax Key Nos <u>9869997000</u></p> <p>Existing Zoning <u>A-2</u></p> <p>Existing Use <u>Agriculture</u></p> <p>Proposed Use <u>A-1</u></p> <p>CMP Land Use Identification <u>Landfill</u></p>
---	---

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Division 15-7.0700 of the Unified Development Ordinance.

Certified Survey Map submittals for review must include and be accompanied by the following:

- Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds \$75
 - Two (2) original map copies for Milwaukee County review, prepared at 8-1/2" wide by 14" long on durable white paper
- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$1,500
- Seven (7) complete sets of Application materials, for City of Franklin review to include
 - Project Summary *a written detailed description of the project* One (1) original and six (6) copies
 - Map Copies: One (1) original map copy and six (6) map copies prepared at 8-1/2" wide by 14" long and must be clearly legible
- As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas*
- If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9.0309D of the UDO)*
- If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15-3 0500 of the UDO)*
- Email (or CD ROM) with all plans and submittal materials in Adobe PDF *(May be waived by City Planner)*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- All Certified Survey Map requests require Plan Commission review and Common Council approval
- All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

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

 Signature Property Owner

 Name & Title (PRINT)

 Date

 Signature Applicant

 Name & Title (PRINT)

 Date

 Signature Property Owner

 Name & Title (PRINT)

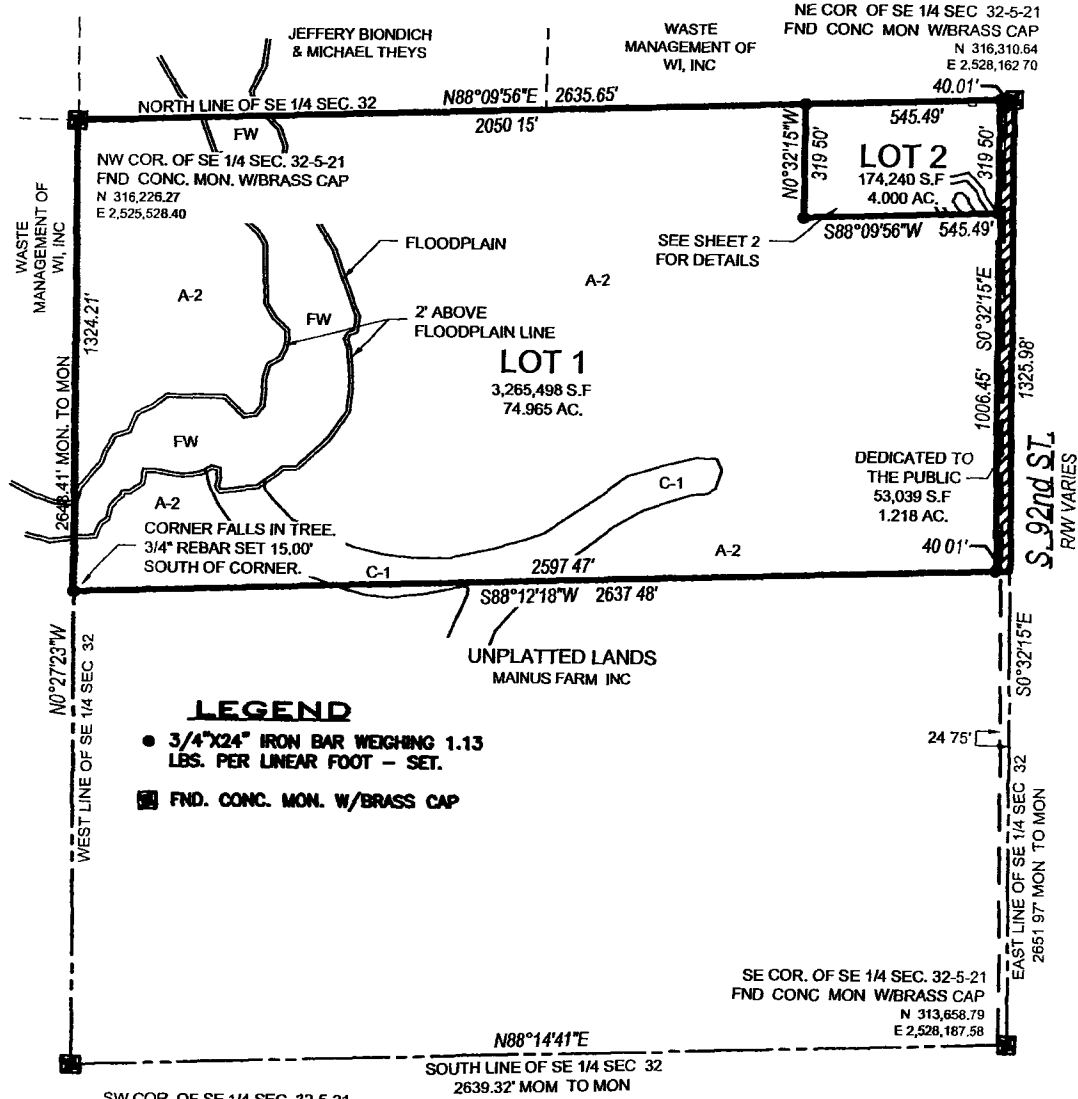
 Date

 Signature Applicant's Representative

 Name & Title (PRINT)

 Date

CERTIFIED SURVEY MAP NO. _____
 THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH RANGE
 21 EAST CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN

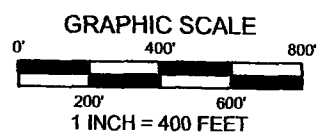
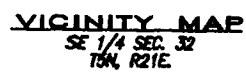


PROPERTY IS NOT SERVED BY MUNICIPAL SANITARY SEWER AND WATER

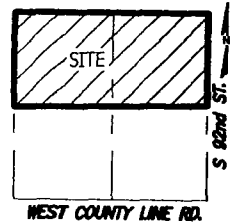
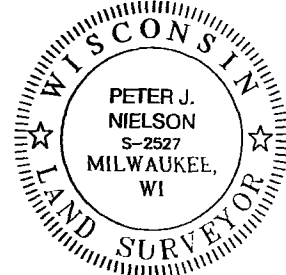
SW COR. OF SE 1/4 SEC. 32-5-21
 FND CONC. MON W/BRASS CAP
 N 313,577.94
 E 2,525,549.50

OWNER/SUBDIVIDERS
 BONITA K. BOSCH LIVING TRUST DATED 11-28-2012, DANIEL J ZAGRODNIK AND/OR BARBARA A. ZAGRODNIK, LIVING TRUST DATED 9-28-2011 BARBARA A. ZAGRODNIK SEPARATE TRUST DATED 7-24-2011
 8830 W OAKWOOD RD
 FRANKLIN, WI 53132

SURVEYOR.
 PETER J NIELSON
 5482 S. WESTRIDGE DR.
 NEW BERLIN WI 53151



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD '27) - GRID NORTH THE NORTH LINE OF THE SE 1/4 OF SEC 32-5-21 IS ASSUMED TO BEAR N 88°09'56" E



INSTRUMENT DRAFTED BY PETER J NIELSON, P L S #2527

DATE 6/29/2021
 SHEET 1 OF 4

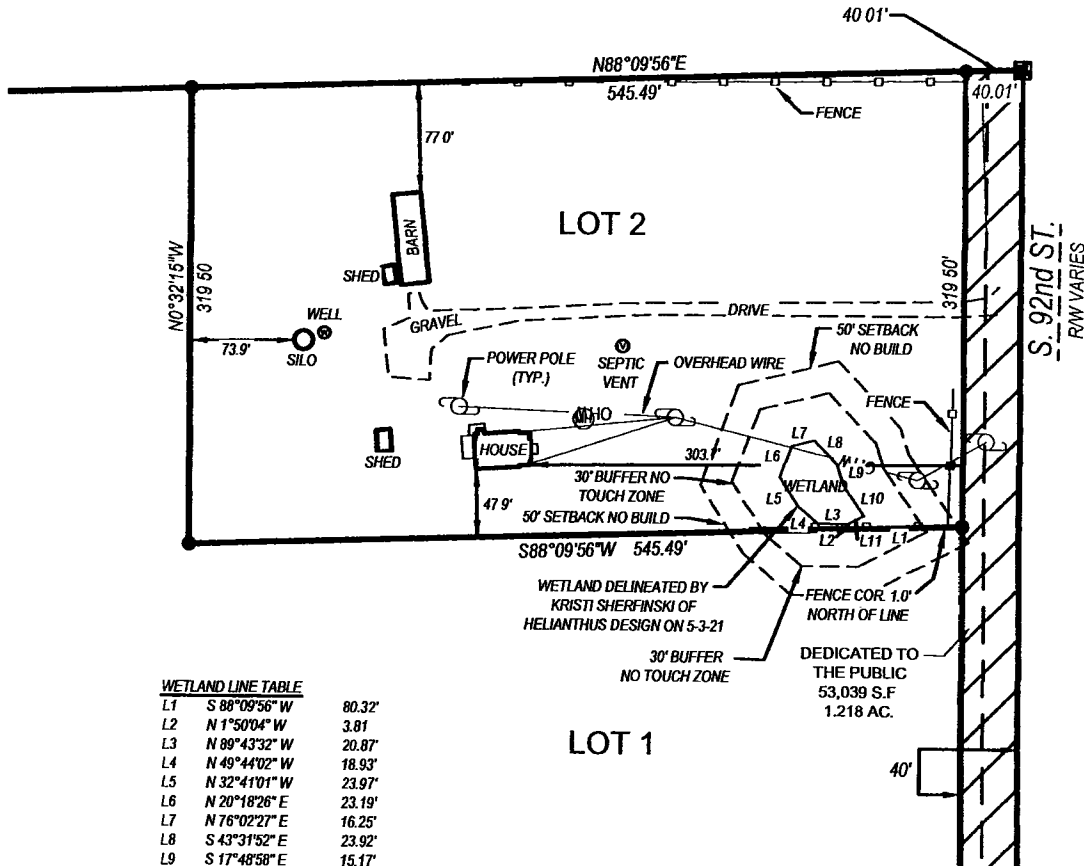
P:\Legend\1 - Projects\2021\21-2045 - Braconia Prairie - 10753 S. 92nd St. - Franklin CAD\Design\21-2045 S.dwg

CERTIFIED SURVEY MAP NO.

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH RANGE 21 EAST, CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN

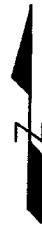
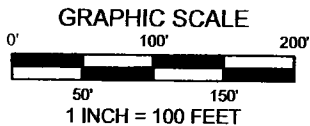
LEGEND

- 3/4"x24" IRON BAR WEIGHING 1.50 LBS. PER LINEAR FOOT - SET.

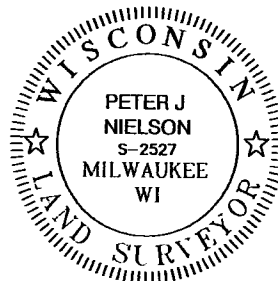


WETLAND LINE TABLE

L1	S 88°09'56" W	80.32'
L2	N 1°50'04" W	3.81'
L3	N 89°43'32" W	20.87'
L4	N 49°44'02" W	18.93'
L5	N 32°41'01" W	23.97'
L6	N 20°18'26" E	23.19'
L7	N 76°02'27" E	16.25'
L8	S 43°31'52" E	23.92'
L9	S 17°48'58" E	15.17'
L10	S 35°11'50" E	25.21'
L11	S 62°39'47" W	12.61'



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD '27) - GRID NORTH THE NORTH LINE OF THE SE 1/4 OF SEC 32-5-21 IS ASSUMED TO BEAR N 88°09'56" E



CERTIFIED SURVEY MAP NO.

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH RANGE
21 EAST CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN

SURVEYOR'S CERTIFICATE

I PETER J. NIELSON PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED:

BEING PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN DESCRIBED AS FOLLOWS.

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 TOWNSHIP 5 NORTH RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32 THENCE S 0°32'15" E ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 1325.98 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4 THENCE S 88°12'18" W ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, 24 76 FEET TO THE WEST LINE OF S. 92nd STREET; THENCE CONTINUING S 88°12'18" W ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 2612.73 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 THENCE N 0°27'23" W ALONG SAID WEST LINE OF THE SOUTHEAST 1/4, 1324.21 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4, THENCE N 88°09'56" E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 2610.89 FEET TO THE WEST LINE OF S. 92nd STREET THENCE CONTINUING N 88°09'56" E ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 24 76 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

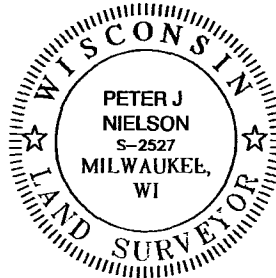
SAID PARCEL CONTAINS 3,492,778 SQUARE FEET OR 80 183 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION AND DEDICATION BY THE DIRECTION OF BONITA K. BOSCH LIVING TRUST DATED 11-28-2012, DANIEL J. ZAGRODNIK AND/OR BARBARA A. ZAGRODNIK, LIVING TRUST DATED 9-28-2011, BARBARA A. ZAGRODNIK SEPARATE TRUST DATED 7-24-2011 OWNERS OF SAID LANDS. THAT SUCH LAND DIVISION IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE-DIVISION 15 OF THE CITY OF FRANKLIN IN SURVEYING DIVIDING MAPPING AND DEDICATING THE SAME

DATED THIS 13th DAY OF SEPTEMBER, 2021

PETER J. NIELSON
PROFESSIONAL LAND SURVEYOR #S-2527



P:\shores\1. Projects\2021\21.5045 - Bresnan, Prudom - 10257, S. 92nd, St. - Franklin\CAD\Design\21.5045_S.dwg

CERTIFIED SURVEY MAP NO.

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH RANGE
21 EAST CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN

OWNER'S CERTIFICATE

WE, BONITA K. BOSCH LIVING TRUST DATED 11-28-2012, DANIEL J ZAGRODNIK AND/OR BARBARA A. ZAGRODNIK, LIVING TRUST DATED 9-28-2011 BARBARA A. ZAGRODNIK SEPARATE TRUST DATED 7-24-2011 AS OWNERS, HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED MAPPED DIVIDED AND DEDICATED AS REPRESENTED ON THIS MAP AS REPRESENTED HEREON

AS OWNERS, WE FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S 236 10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL

1 THE CITY OF FRANKLIN

DATED THIS _____ DAY OF _____, 2021

BONITA K. BOSCH LIVING TRUST DATED NOVEMBER 28 2012 BONITA K. BOSCH TRUSTEE

BARBARA A. ZAGRODNIK SEPARATE TRUST DATED JULY 24 2011- BARBARA A. ZAGRODNIK TRUSTEE

DANIEL J ZAGRODNIK AND/OR BARBARA A. ZAGRODNIK LIVING TRUST DATED SEPTEMBER 28 2011 - DANIEL J ZAGRODNIK AND BARBARA A. ZAGRODNIK TRUSTEES

STATE OF _____) ss
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2021

THE ABOVE NAMED _____
TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

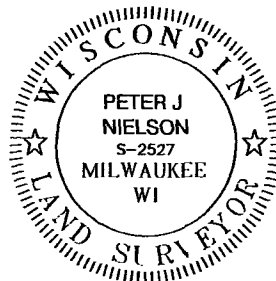
COMMON COUNCIL APPROVAL AND ACCEPTANCE

APPROVED AND ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN RESOLUTION NO _____

ON THIS _____ DAY OF _____, 2021

STEPHEN R. OLSON MAYOR

SANDRA L WESOLOWSKI CLERK



CONSERVATION EASEMENT

[Lot 2, 10757 S 92nd Street, Dorothy Bosch Common Trust]

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and the Bonita K Bosch Trust, Barbara A Zagrodnik Trust, Bonita K Bosch Living Trust, Daniel J. Zagrodnik and Barbara A Zagrodnik Living Trust, and the Dorothy Bosch Revocable Trust, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

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

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, including the Wetland, the Wetland Buffer, and the Wetland Setback on the Natural Resource Protection Plan prepared by K Sherfinski of Helianthus, LLC, dated June 29, 2021 and revised August 25, 2021, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

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

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

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

WHEREAS, _____ [Mortgage Holder], mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

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

Grantee's rights hereunder shall consist solely of the following.

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

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

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

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

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

To Grantor

To Grantee

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

In witness whereof, the Grantor has set
20__

} hand^r [and seal _i] on this date of _____,

{_i ? }

By _____

STATE OF WISCONSIN)
) ss
COUNTY)

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

Notary Public

My commission expires _____

Acceptance

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

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

CITY OF FRANKLIN

By. _____
Stephen R. Olson, Mayor

By. _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Régulo Martínez-Montilva
Principal Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date



Wetland & Waterway Consulting, LLC

Dave Meyer

S83 W23915 Artesian Avenue • Big Bend WI 53103

262-719-4286 • Fax 262-364-2197

E-Mail • dave@wetlandswi.com

June 10, 2021

Breanna Predzik
8830 W. Oakwood Rd.
Franklin, WI 53132

Dear Ms. Predzik:

Wetland & Waterway Consulting (WWC) has conducted a wetland delineation on your property located in Sec. 32, T5N, R21E, City of Franklin, Milwaukee County. The delineation was conducted on May 3, 2021 at your request. This site is under consideration for future sale or development; therefore, location of the wetlands is necessary. The purpose of the delineation was to identify and flag all wetlands within the boundaries identified on the attached maps.

The subject site is an approximately 4-acre portion of a parcel located at 10757 S. 92nd Street. The predominant land cover for this property is mowed lawn with a house and farm buildings on it.

INTRODUCTION

Dave Meyer, the owner of WWC, is an independent environmental consultant providing environmental permitting services, site assessments, wetland delineations, and planning advice. He obtained a master's degree in Natural Resources Management from Southern Illinois University-Carbondale in 1977. Mr. Meyer has held technical and administrative positions in wetland and water resources specialties with the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers. He has satisfactorily completed the Reg IV Wetland Delineation training offered by the U.S. Army Corps of Engineers, the Advanced Wetland Delineation training conducted by the University of Wisconsin-LaCrosse in 2002 and 2007, the USACOE/WIDNR 1987 Wetland Delineation Manual Midwest Region Supplement Training in 2009, the USACOE/WIDNR 1987 Wetland Delineation Manual Northcentral/Northeast Region Supplement Training in 2010, the Basic Hydric Soil ID training conducted by the University of Wisconsin-LaCrosse in 2011, the Wetland Training Institute's Advanced Hydrology for Jurisdictional Determinations in 2016, and the SEWRPC Environmental Corridor Delineation Workshops in 2004 and 2015. Mr. Meyer is recognized by the Wisconsin Department of Natural Resources as an Assured Delineator.

Kristi Sherfinski, the lead delineator for this project, is also recognized as an Assured Wetland Delineator with the Wisconsin Department of Natural Resources (WDNR). She has over 20 years of experience delineating wetlands in the Great Lakes Region. She received her initial basic wetland training at the Wetland Training Institute in Hastings, Michigan in 2002. Kristi worked as a project manager and wetland delineator at JFNew & Associates in Grand Haven, Michigan for six years, conducting wetland delineations in Michigan, Indiana, Illinois, and Wisconsin. Kristi then moved to Wisconsin to work for the Southeastern Wisconsin Regional Planning Commission (SEWRPC) with Dr. Donald Reed. At SEWRPC, Kristi updated the Wisconsin Wetland Inventory (WWI) in 2005 and in 2010 for the seven-county area of southeast Wisconsin. Kristi participated in the Advanced Wetland Delineation training in 2006. In 2009, she attended the Wetland Delineation USACE Regional Supplement training session, the Environmental Corridor Delineation Workshop, and the Farm Service Agency (FSA) Slide Review training session. After working at SEWRPC for seven years, Kristi worked as an environmental specialist at JSD Professional Services, Inc for two years, before she started her own consulting business.

Kristi Sherfinski, conducted the wetland delineation field work on May 3. Field conditions on May 3rd were rainy and with air temperatures in the 70s (°F).

METHODS

The process of wetland delineation involves collecting information about the soils, vegetation, and hydrology of a site in order to determine where the wetland boundary is located. The methodology used to conduct the delineation followed the US Army Corps of Engineers Wetlands Delineation Manual (1987), and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. In general, in southeastern and western Wisconsin, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, Midwest Region (Version 2.0, August, 2010) is used. The remaining portions of the state follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January, 2012). At this site, the Midwest Regional manual was used.

Prior to the site visit, several sources of data are consulted to reveal information that will aid in the locating the wetlands on the site. The sources reviewed include weather records to determine antecedent hydrologic conditions, the Wisconsin Wetland Inventory (WWI) map, the soil survey map, a topographic map, and historic aerial photographs of the project area. In areas that are under active cultivation as farmland, a Farm Service Agency (FSA) Slide Review is also conducted if hydric soils are mapped.

Data sample points are chosen based on the potential wetland areas identified by reviewing the above-referenced sources, and other sample points are added based on information gathered while in the field. Sample points are chosen on either side of the wetland line for their ability to

reveal information about the actual location of the line, and upland reference data samples are chosen in order to show the contrast between wetland and upland field conditions.

Once a data sample point is chosen and located in the field, data is collected on the vegetation, the hydrology, and the soils of the site. Vegetation is identified by strata (tree, shrub, herbaceous, and vine layers), and an aerial coverage percent is determined for each species by layer. The plot size for the tree, shrub, and vine layers is a 30-foot radius circle, and the plot size for the herbaceous layer is a 5-foot radius circle. The scientific names and wetland status of each plant species follows the National Wetland Plant List (2018). Once all species have been assigned a cover percentage, the dominance by wetland indicator plant species is assessed.

Hydrological indicators, as described in the Regional Supplements, are then listed for the sample point. A soil pit is excavated to required depths, saturation, and the water table is recorded. The soil profile at the sample point is also described, using the Munsell Soil-Color Charts (2009) to assess the color of the soil, and a texture analysis to determine the predominant texture of each soil layer. This data is used to determine if the soil profile meets the hydric soil indicators as defined in the Regional Supplements and the Field Guide for Identifying Hydric Soils V. 8.2 (USDA, 2018).

Once the location of the wetland line is determined from the data sampling effort, the edge of the wetland is flagged in the field and then surveyed in order to produce a map of the wetland that occurs on the subject property. Representative photographs of the sample points and of each wetland area were taken during the field visit. Any ditch, stream, pond or other water body that may be considered a Water of the U.S. and thus regulated by the U.S. Army Corps of Engineers (USACE) or the Wisconsin Department of Natural Resources (WDNR) is also identified.

RESULTS AND DISCUSSION

Antecedent Hydrologic Condition Analysis

Weather records were consulted from the Mitchell Field Airport weather station to determine if precipitation levels were normal for the three months prior to the site visit. The antecedent hydrologic condition analysis for the site revealed that climatic conditions near the site were drier than normal at the time of the site visit (**Table 1**). Drier than normal conditions means that hydrologic indicators may be absent from the wetland sample points and the data must be interpreted accordingly. Wetter than normal conditions must be accounted for when interpreting the data because saturation or the water table may be higher than it is during normal conditions, giving false positives for hydrological indicators.

Table 1 – Antecedent Hydrologic Condition Analysis

Month	3 yrs in 10 Less	3 yrs in 10 More	Rain Fall	Condition Dry, Wet,	Condition Value	Month Weight	Product of
-------	---------------------	---------------------	--------------	------------------------	--------------------	-----------------	---------------

	Than	Than		Normal		Value	Previous Two Columns
April	2.83	4.42	1.41	Dry	1	3	3
March	1.63	3.13	0.84	Dry	1	2	2
February	0.97	2.00	1.19	Normal	2	1	2
						Sum	7
If sum is:							
6-9	Then prior period has been drier than normal						
10-14	Then prior period has been normal						
15-18	Then prior period has been wetter than normal						
Conclusions:	A sum of 7 shows the prior period to the site visit to be drier than normal.						

Review of Existing Data Sources

Existing data sources were reviewed to aid in the identification of wetland areas in the field.

The topographic map shows that the farm buildings are sited at the top of a convex hillslope. The lowest part of the property is 749 feet in elevation above Mean Sea Level. The highest part of the property is at the west side at 784 feet in elevation. There is a small depression at 750 feet in elevation near the southeast corner of the property.

The soil survey map shows three different soil types. The Fox silt loam and the Ozaukee silt loam, 6-12%, eroded, are non-hydric, whereas the Ozaukee silt loam 2-6% are predominantly non-hydric but may have hydric soil inclusions in depressions. All of the soil types occurring on the property are listed in **Table 2**.

Table 2 – Soil Types

Map Symbol	Map Unit Name	Hydric Soil Type
FtB	Fox silt loam, 2-6%	Non-hydric
OzaB	Ozaukee silt loam, 2-6%	Predominantly non-hydric
OzaC2	Ozaukee silt loam, 6-12%, eroded	Non-hydric

The Wisconsin Wetland Inventory does not show any mapped wetlands within the project area.

Historic aerial photographs revealed that the farmhouse and buildings were there as of 1937 and the surrounding lands were all agricultural. The property changed very little over the decades, with the original farmhouse and out buildings still in place.

Because the subject area has always been lawn with the buildings, agricultural fields were not part of the subject area, and a Farm Service Agency (FSA) Slide Review was not necessary.

Wetlands Identified During the Site Visit

One wetland area was identified on the property during the site field visit. A description of the wetland area follows.

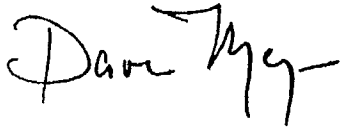
Wetland A is a wet meadow wetland that was found in the depressional area near the southeast corner of the subject area. It had been mowed just prior to the site visit. The dominant plant species was reed canary grass. The soils were saturated at the surface and the water table was at 10 inches. The soils met the hydric soil criteria for F6. Redox Dark Surface. Wetland hydrology indicators included High Water Table, Saturation, Water-Stained Leaves, Saturation Visible on Aerial Imagery, Geomorphic Position, and FAC-Neutral Test. The upland data point was taken on a slight rise to the east of the feature. The dominant species was Kentucky bluegrass. Soils were non-hydric and hydrology was lacking.

Data point 1 was taken in an area of disturbed woods in the northwest corner of the subject property. The vegetation was dominated by box elder, common buckthorn, hybrid honeysuckle, gray dogwood, smooth brome, and black raspberry. The Prevalence Index was 3.82 and therefore the vegetation was not hydrophytic. The soils were non-hydric and hydrology was absent. The area was located on a hillslope.

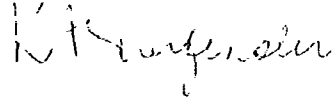
CONCLUSION

The wetland lines staked in the field and referred to in this report are the best estimate of the wetland boundaries based on the conditions present at the time of delineation. The wetlands identified for this report may be subject to federal regulation under the jurisdiction of the U.S. Army Corps of Engineers, state regulation under the jurisdiction of Wisconsin DNR, and local jurisdiction under your local county, town, city, or village. Because this delineation was conducted by Ms. Sherfinski, an Assured Delineator, obtaining a concurrence letter from the Wisconsin Department of Natural Resources is not necessary. Concurrence with these wetland lines by the U.S. Army Corps of Engineers, however, must be obtained before undertaking any alterations or modifications of this property. Activities affecting wetlands or surface waters may require permits from the U.S. Army Corps of Engineers, the Wisconsin Department of Natural Resources, and local municipal authorities. The client must obtain authorization from all proper regulatory authorities before altering, modifying, or using the property. If the required authorizations are not obtained, Wetland & Waterway Consulting, LLC shall not be liable or responsible for any resulting damages.

Sincerely,

A handwritten signature in black ink that reads "Dave Meyer". The signature is written in a cursive style with a long horizontal stroke at the end of the name.

Dave Meyer

A handwritten signature in black ink that reads "Kristi Sherfinski". The signature is written in a cursive style with a long horizontal stroke at the end of the name.

Kristi Sherfinski

Attachments

- 1 Literature Cited
- 2 Location map
- 3 USGS topo map
- 4 Soil Survey maps
- 5 Wisconsin Wetland Inventory map
- 6 Historical Aerial Photographs
7. Site photographs
8. Data Points
- 9 Wetland boundary map

LITERATURE CITED

Environmental Laboratory. 1987 Corps of Engineers Wetland Delineation Manual Technical Report Y-87-1 Vicksburg, MS: U S Army Engineer Waterways Experiment Station.

Environmental Laboratory. 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual Midwest Region, Version 2.0 ERDC/EL TR-10-16 Vicksburg, MS: U S Army Corps of Engineer Research and Development Center

Environmental Laboratory. 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual Northcentral and Northeast Region, Version 2.0 ERDC/EL TR 12-1 Vicksburg, MS: U S. Army Corps of Engineer Research and Development Center.

Guidance for Offsite Hydrology/Wetland Determinations July 1, 2016 St Paul District US Army Corps of Engineers.

Guidance for Submittal of Delineation Reports to the St Paul District Army Corps of Engineers and the Wisconsin Department of Natural Resources March 4, 2015 St Paul District US Army Corps of Engineers

Lichvar, R.W., D.L. Banks, W.N. Kirchner, and N.C. Melvin. 2018. State of Wisconsin 2016 Wetland Plant List. The National Wetland Plant List: 2018 Wetland Ratings. Phytoneuron 2016-30: 1-17.

Munsell Color X-rite. 2009. Munsell Soil-Color Charts Grand Rapids, MI

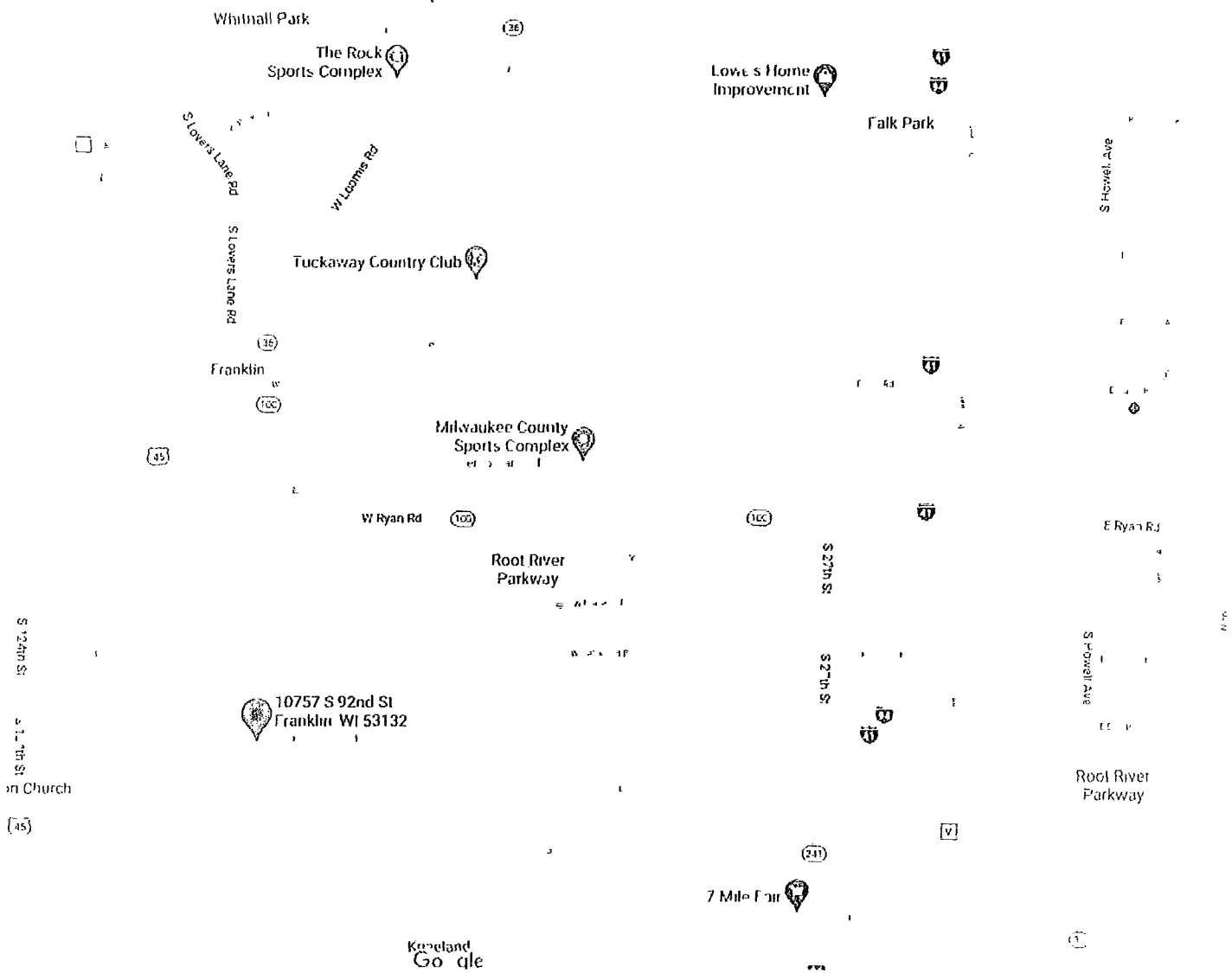
NOAA Regional Climate Centers Applied Climate Information System (ACIS). Online. www.rcc-acis.org

Southeastern Wisconsin Regional Planning Commission (SEWRPC) Regional Map Server. Online maps.sewrpc.org/regionalandinfo/regionalmapping/RegionalMaps/viewer.htm

USDA Natural Resources Conservation Service. 2018 Field Indicators of Hydric Soils in the United States A Guide for Identifying and Delineating Hydric Soils, Version 8.2, ed. L. M. Vasilas, G. W. Hurt, and C. V. Noble Washington, DC: USDA NRCS in cooperation with the National Technical Committee for Hydric Soils

USDA Natural Resources Conservation Service Web Soil Survey Online www.websoilsurvey.sc.egov.usda.gov.

Wisconsin DNR Surface Water Data Viewer (SWDV) Online www.dnr.wi.gov/topic/surfacewater/swdv/



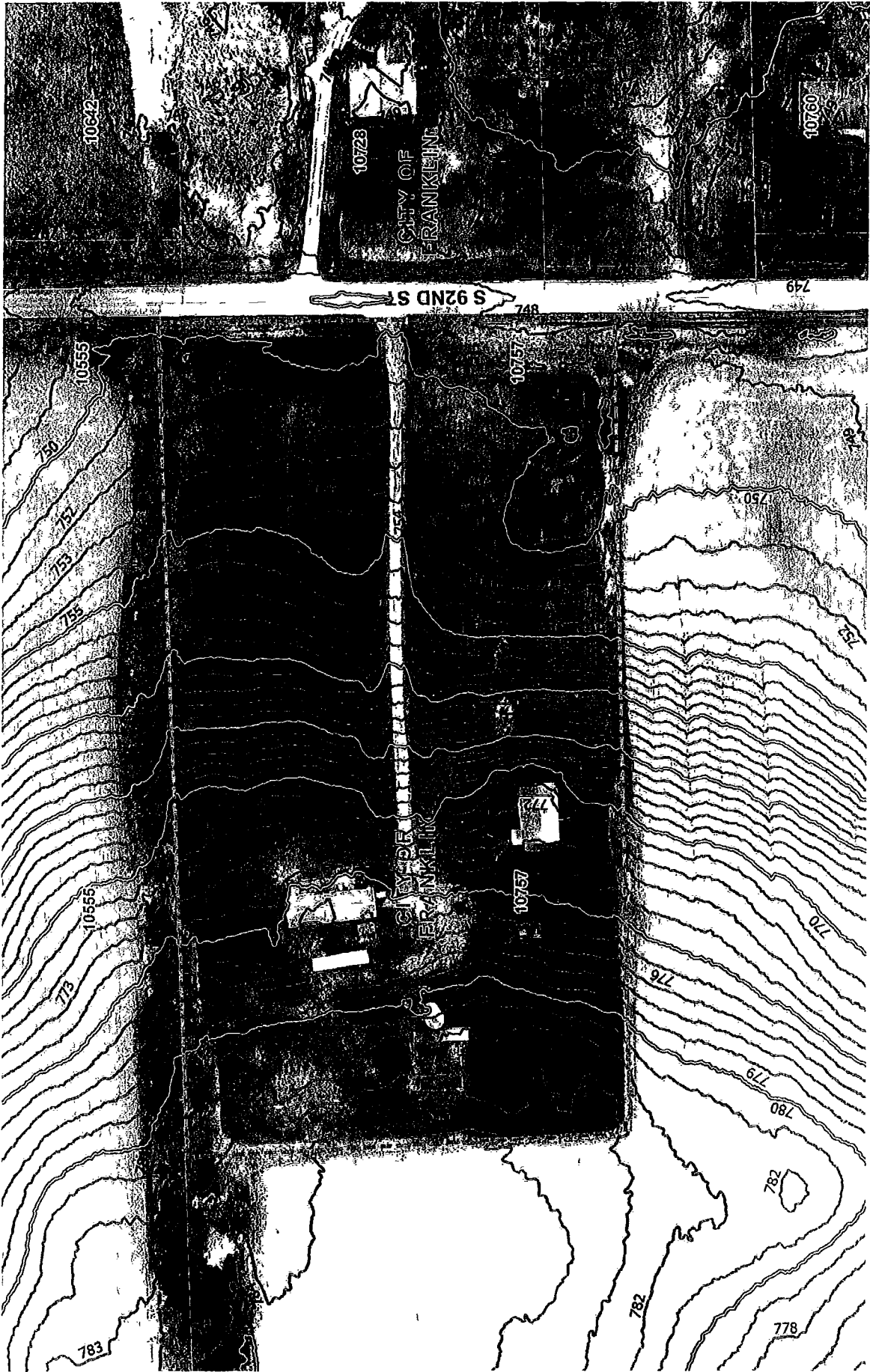
1 MILE



TOPOGRAPHIC MAP

Source Google Maps, 2021

TOPOGRAPHIC MAP



Notes

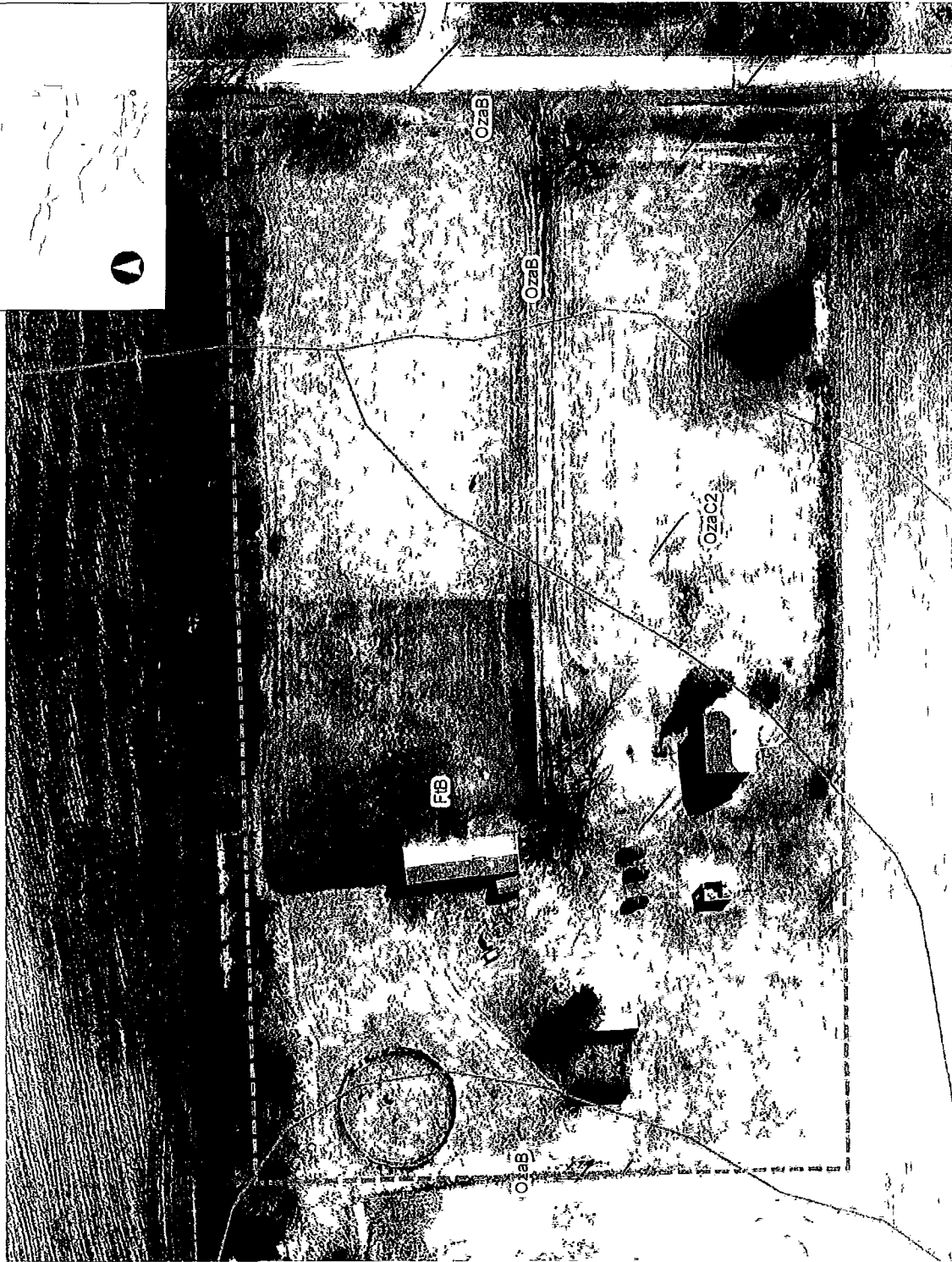
DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

188 Feet
0 94 188
NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_Ft_1_1_129
69/CAMILIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Soils Map



Legend

- ◇ Wetland Identifications and Confirmations
- Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
- Filled Points
- Wetland Class Areas
 - Wetland
 - Upland
- Filled Areas
- NRCS Wisconsin Soils
 - Soil Mapping Unit
 - Water

Notes

DISCLAIMER: The information shown on these maps has been obtained from various sources and are of varying reliability and resolution. These maps are not intended to be used for navigation nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability or a particular use, completeness, or equality of the information depicted on this map. For more information, see the DNR's legal notices web page: <http://dnr.wis.gov/legal>

0.0 Miles

0 0.02

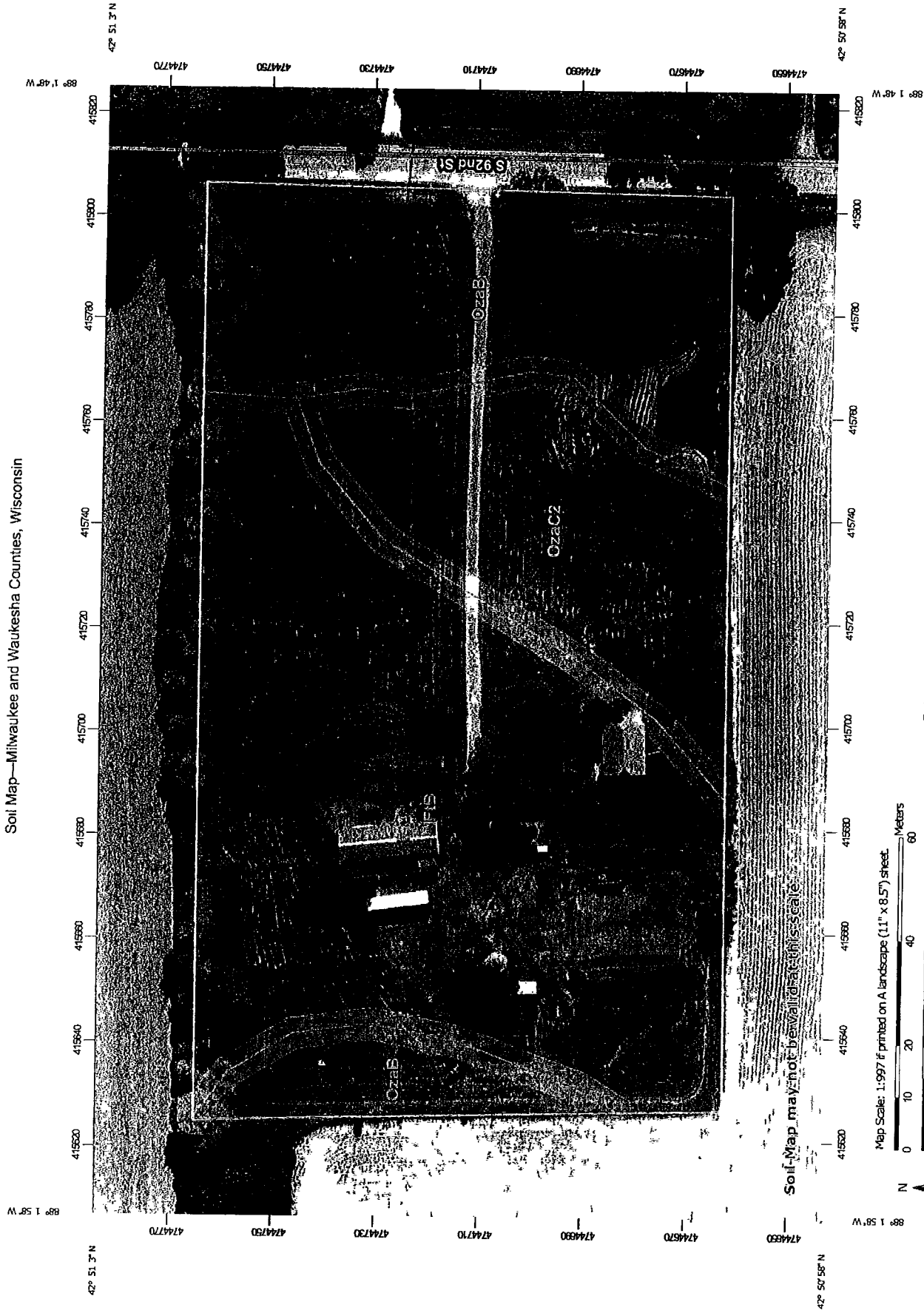
0

0 0

NAD_1983_HARN_Wisconsin_TM

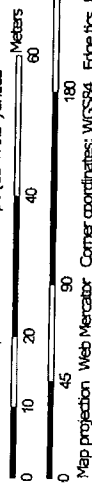
1: 990

Soil Map—Milwaukee and Waukesha Counties, Wisconsin



Soil Map may not be valid at this scale

Map Scale: 1:997 if printed on A landscape (11" x 8.5") sheet.







































Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

MAP LEGEND

	Area of Interest (AOI)		Soil Map Unit Polygons
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		Streams and Canals
	Borrow Pit		Transportation
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		Background
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: www.nrcs.usda.gov/wss
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Milwaukee and Waukesha Counties, Wisconsin
 Survey Area Data Version: 16, Jun 8, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 20, 2020—Jul 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FtB	Fox silt loam, loamy substratum, 2 to 6 percent slopes	2.4	52.7%
OzaB	Ozaukee silt loam, 2 to 6 percent slopes	1.3	28.5%
OzaC2	Ozaukee silt loam, 6 to 12 percent slopes, eroded	0.9	18.8%
Totals for Area of Interest		4.5	100.0%

Hydric Soil List - All Components

This table lists the map unit components and their hydric status in the survey area. This list can help in planning land uses; however, onsite investigation is recommended to determine the hydric soils on a specific site (National Research Council, 1995; Hurt and others, 2002).

The three essential characteristics of wetlands are hydrophytic vegetation, hydric soils, and wetland hydrology (Cowardin and others, 1979, U.S. Army Corps of Engineers, 1987; National Research Council, 1995; Tiner, 1985) Criteria for all of the characteristics must be met for areas to be identified as wetlands Undrained hydric soils that have natural vegetation should support a dominant population of ecological wetland plant species. Hydric soils that have been converted to other uses should be capable of being restored to wetlands

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). These soils, under natural conditions, are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002) These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993)

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field These visible properties are indicators of hydric soils The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006)

Hydric soils are identified by examining and describing the soil to a depth of about 20 inches This depth may be greater if determination of an appropriate indicator so requires. It is always recommended that soils be excavated and described to the depth necessary for an understanding of the redoximorphic processes. Then, using the completed soil descriptions, soil scientists can compare the soil features required by each indicator and specify which indicators have been matched with the conditions observed in the soil The soil can be identified as a hydric soil if at least one of the approved indicators is present

Map units that are dominantly made up of hydric soils may have small areas, or inclusions, of nonhydric soils in the higher positions on the landform, and map units dominantly made up of nonhydric soils may have inclusions of hydric soils in the lower positions on the landform

The criteria for hydric soils are represented by codes in the table (for example, 2) Definitions for the codes are as follows

- 1 All Histels except for Folistels, and Histosols except for Folist
2. Soils in Aquic suborders, great groups, or subgroups, Albolls suborder, Historthels great group, Histoturbels great group, Pachic subgroups, or Cumulic subgroups that:
 - A Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
 - B Show evidence that the soil meets the definition of a hydric soil;
- 3 Soils that are frequently ponded for long or very long duration during the growing season
 - A Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
 - B Show evidence that the soil meets the definition of a hydric soil;
- 4 Map unit components that are frequently flooded for long duration or very long duration during the growing season that:
 - A Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
 - B. Show evidence that the soil meets the definition of a hydric soil,

Hydric Condition: Food Security Act Information regarding the ability to grow a commodity crop without removing woody vegetation or manipulating hydrology

References:

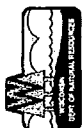
- Federal Register July 13, 1994 Changes in hydric soils of the United States
Federal Register. Doc 2012-4733 Filed 2-28-12 February, 28, 2012. Hydric soils of the United States.
- Soil Survey Division Staff. 1993 Soil survey manual Soil Conservation Service U S Department of Agriculture Handbook 18
- Soil Survey Staff 1999 Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys 2nd edition Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436
- Soil Survey Staff 2010 Keys to soil taxonomy 11th edition U.S. Department of Agriculture, Natural Resources Conservation Service
- Vasilas, L M , G W. Hurt, and C V Noble, editors Version 7 0, 2010 Field indicators of hydric soils in the United States

Report—Hydric Soil List - All Components

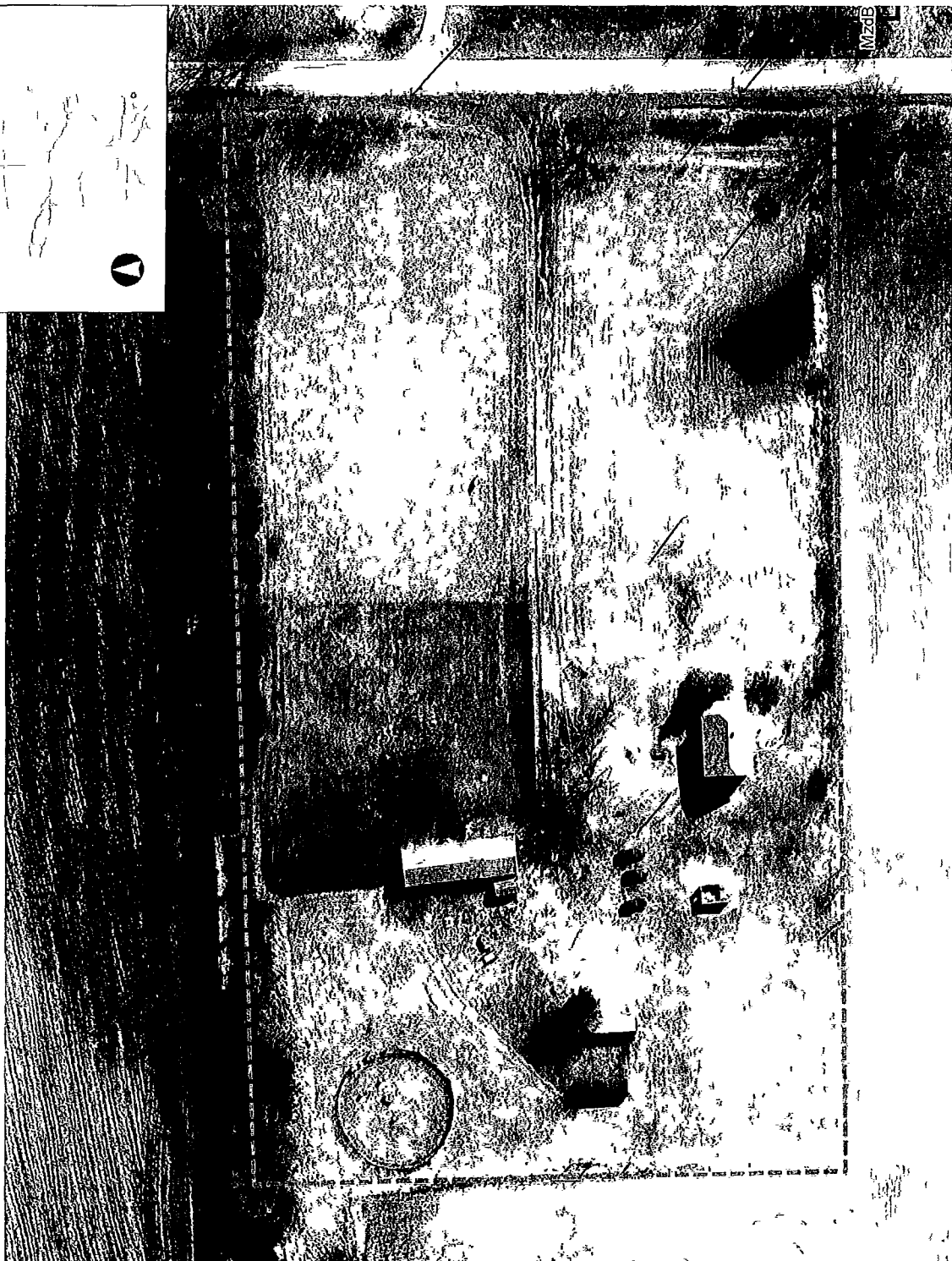
Hydric Soil List - All Components--WI802-Milwaukee and Waukesha Counties, Wisconsin					
Map symbol and map unit name	Component/Local Phase	Comp. pct.	Landform	Hydric status	Hydric criteria met (code)
FtB Fox silt loam, loamy substratum, 2 to 6 percent slopes	Fox	100	Outwash plains	No	—
OzaB: Ozaukee silt loam, 2 to 6 percent slopes	Ozaukee	88-100	End moraines,ground moraines	No	—
	Pewamo-Drained	0-7	Depressions on ground moraines,drainage ways on ground moraines	Yes	2
	Ashkum-Drained	0-7	Ground moraines,end moraines	Yes	2
	Urban land	0-5	Ground moraines	No	—
OzaC2: Ozaukee silt loam, 6 to 12 percent slopes, eroded	Ozaukee-Eroded	88-100	End moraines,ground moraines	No	—
	Blount-Lake michigan lobe	0-7	End moraines,ground moraines	No	—
	Urban land	0-5	Ground moraines	No	—
	Ozaukee-Severely eroded	0-5	End moraines,ground moraines	No	—

Data Source Information

Soil Survey Area Milwaukee and Waukesha Counties, Wisconsin
 Survey Area Data: Version 16, Jun 8, 2020



WWI Map



- Legend**
- ◇ Wetland Identifications and Confirmations
 - Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled Points
 - Wetland Class Areas
 - Wetland
 - Upland
 - Filled Areas
 - NRCS Wetspots
 - Maximum Extent Wetland Indicators

Notes

D. SC. AIMER. The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation or not are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability or a particular use. Completeness or legality of the information depicted on this map. For more information see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

0 0 Miles

0 0.02

0

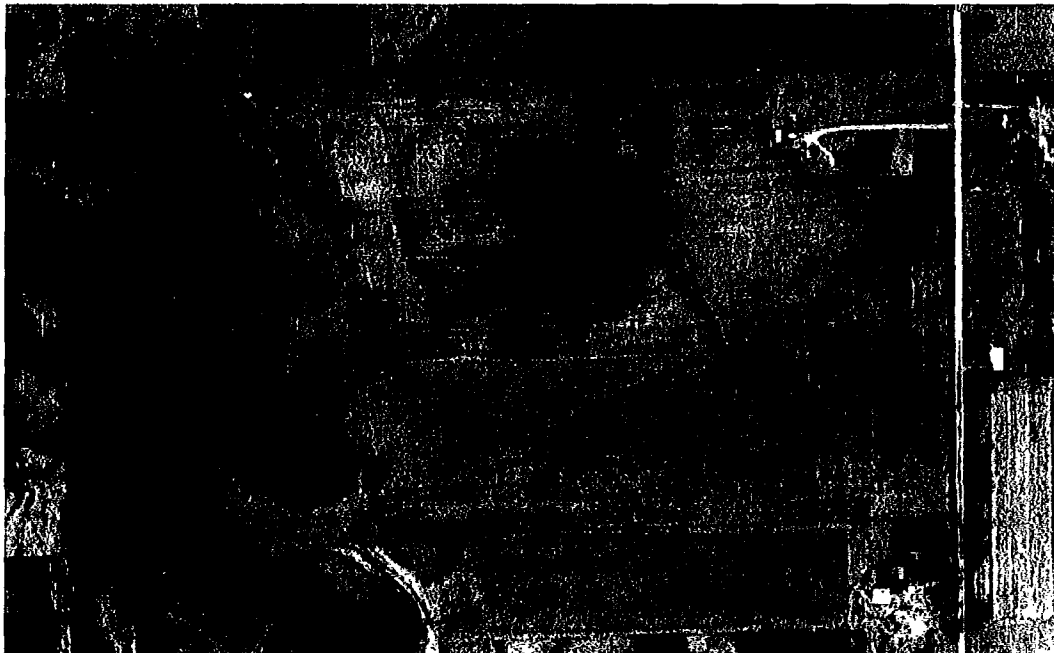
0 0

1 990

NAD_1983_HARN_Wisconsin_TM



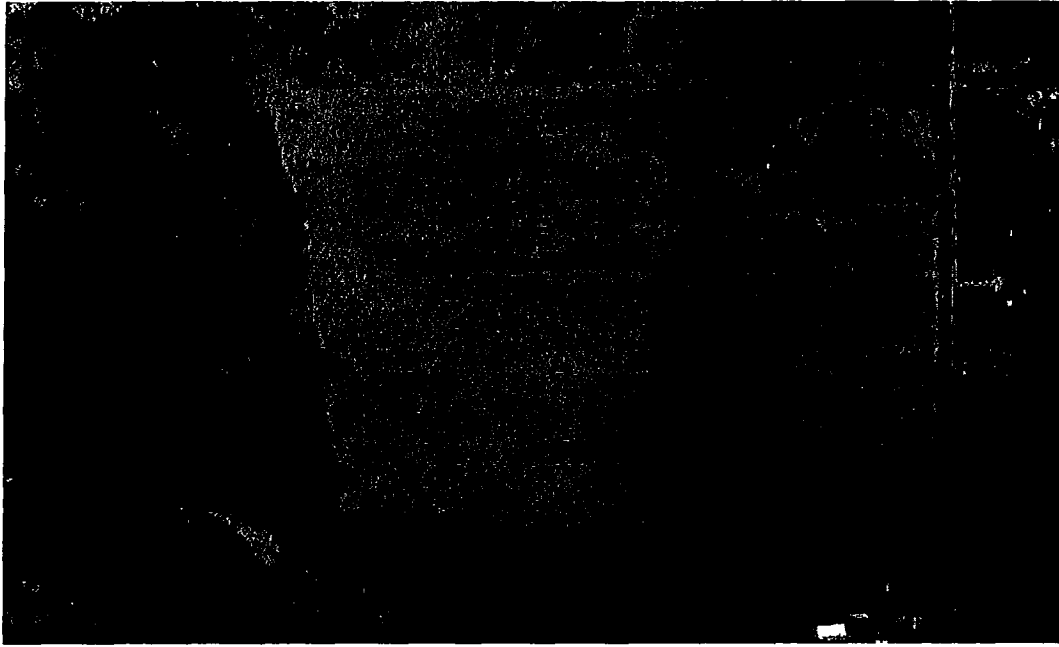
1937.



1963.

HISTORIC AERIAL PHOTOS

Source: Milwaukee County GIS, 2021



1980.



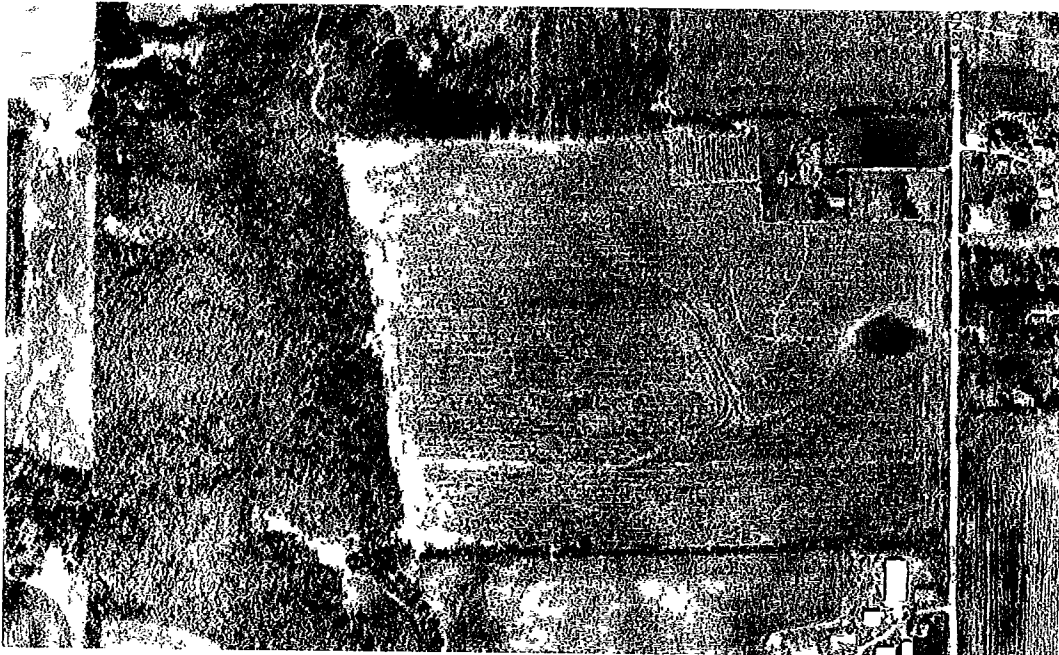
1990.

HISTORIC AERIAL PHOTOS

Source Milwaukee County GIS, 2021



2000.



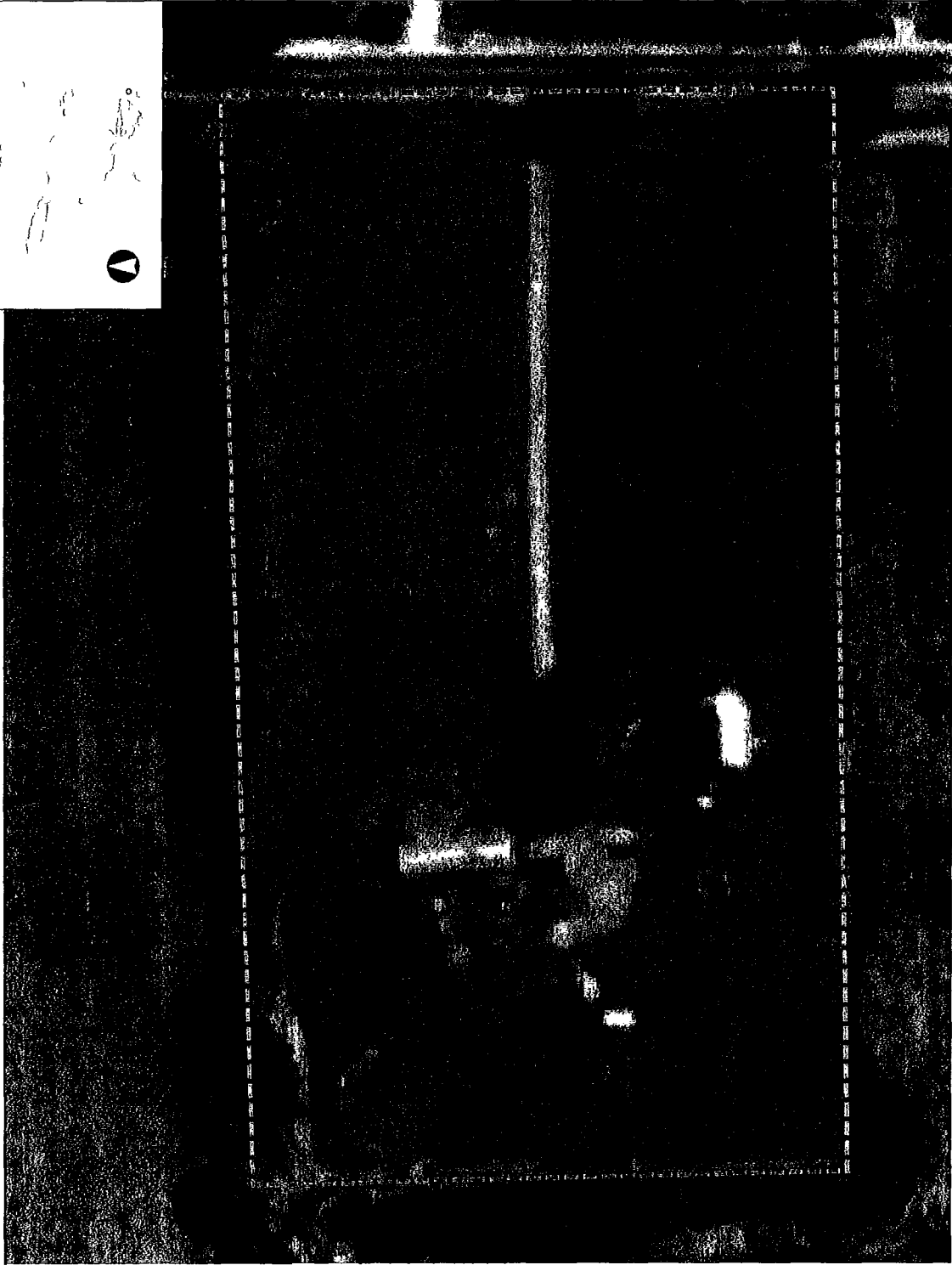
2010.

HISTORIC AERIAL PHOTOS

Source Milwaukee County GIS, 2021



2015 NAIP



Legend

Notes

DISCLAIMER: The information shown on these maps has been obtained from various sources and are of varying age, reliability and resolution. These maps are not intended to be used for navigation nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability to a particular use, completeness or originality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wis.gov/legal>

0 0 Miles

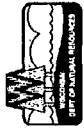
0 0.02

0

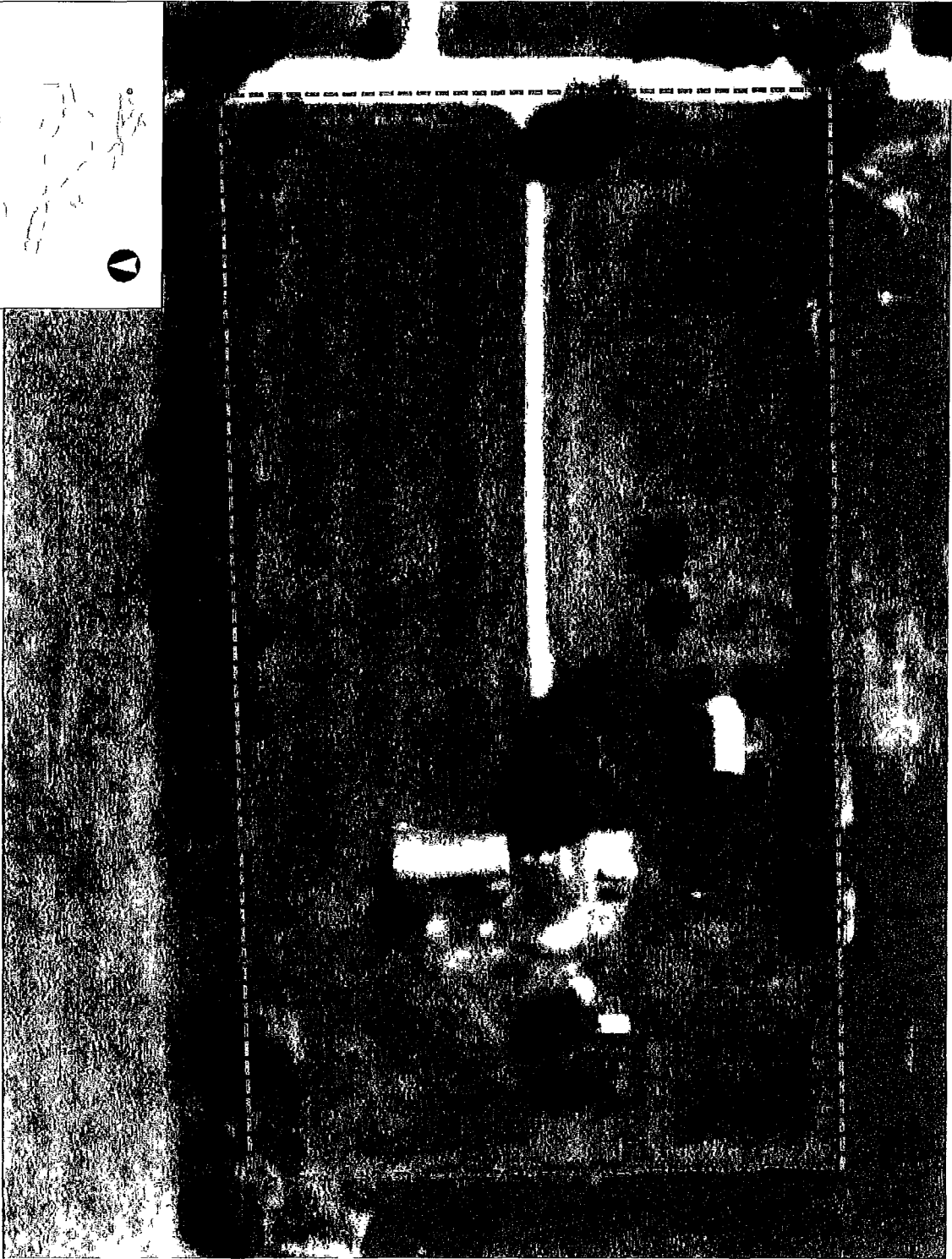
0 0

1: 990

NAD_1983_HARN_Wisconsin_TM



2018 NAIP



0.0 Miles

0 0.02

0.0

NAD_1983_HARN_Wisconsin_TM

1: 990

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying accuracy and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wisconsin.gov/legal/>

Notes

Legend



The farm buildings sit on top of a large hill set away from the road.



A view of the main farm buildings on top of the hill.

SITE PHOTOS



A view of the mowed wet meadow wetland which sits in a depression near the front of the property.



The mowed wetland was mowed just prior to the site visit.

SITE PHOTOS

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site 10757 S, 92nd St City/County Franklin/ Milwaukee Sampling Date May 3, 2021
 Applicant/Owner Predzik State WI Sampling Point 1
 Investigator(s) K Sherfinski Section, Township, Range S32, T5N, R21E
 Landform (hillslope, terrace, etc) hilcrest Local relief (concave, convex, none) convex
 Slope (%) 3-4% Lat _____ Long _____ Datum _____
 Soil Map Unit Name Ozaukee silt loam, 2-6% (OzaB) JWI Classification None

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)
 Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? Yes
SUMMARY OF FINDINGS (If needed, explain any answers in remarks)

Hydrophytic vegetation present?	<u>N</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID _____
Hydric soil present?	<u>N</u>	
Indicators of wetland hydrology present?	<u>N</u>	

Remarks (Explain alternative procedures here or in a separate report)
Antecedent hydrologic conditions analysis shows climatic conditions to be drier than normal for this time of year

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet
1 <u>Acer negundo</u>	<u>15</u>	<u>Y</u>	<u>FAC</u>	
2 _____	_____	_____	_____	
3 _____	_____	_____	_____	
4 _____	_____	_____	_____	
5 _____	_____	_____	_____	
<u>15</u> = Total Cover				Prevalence Index Worksheet Total % Cover of OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>2</u> x 2 = <u>4</u> FAC species <u>72</u> x 3 = <u>216</u> FACU species <u>115</u> x 4 = <u>460</u> UPL species <u>35</u> x 5 = <u>175</u> Column totals <u>224</u> (A) <u>855</u> (B) Prevalence Index = B/A = <u>3.82</u>
Sapling/Shrub stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	
1 <u>Rhamnus cathartica</u>	<u>25</u>	<u>Y</u>	<u>FAC</u>	
2 <u>Lonicera x bella</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>	
3 <u>Cornus racemosa</u>	<u>15</u>	<u>Y</u>	<u>FAC</u>	
4 <u>Crataegus mollis</u>	<u>10</u>	<u>N</u>	<u>FAC</u>	
5 <u>Morus alba</u>	<u>5</u>	<u>N</u>	<u>FAC</u>	
<u>75</u> = Total Cover				
Herb stratum (Plot size <u>5ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators: Rapid test for hydrophytic vegetation _____ Dominance test is >50% _____ Prevalence index is ≤ 3.0* _____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) _____ Problematic hydrophytic vegetation* (explain) _____ *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1 <u>Bromus inermis</u>	<u>60</u>	<u>Y</u>	<u>FACU</u>	
2 <u>Rubus occidentalis</u>	<u>30</u>	<u>Y</u>	<u>UPL</u>	
3 <u>Solidago altissima</u>	<u>25</u>	<u>N</u>	<u>FACU</u>	
4 <u>Gallium aparine</u>	<u>10</u>	<u>N</u>	<u>FACU</u>	
5 <u>Symphytotrichum urophyllum</u>	<u>5</u>	<u>N</u>	<u>UPL</u>	
6 <u>Geum canadense</u>	<u>2</u>	<u>N</u>	<u>FAC</u>	
7 <u>Vitis riparia</u>	<u>2</u>	<u>N</u>	<u>FACW</u>	
8 _____	_____	_____	_____	
9 _____	_____	_____	_____	
10 _____	_____	_____	_____	
<u>134</u> = Total Cover				
Woody vine stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present? <u>N</u>
1 _____	_____	_____	_____	
2 _____	_____	_____	_____	_____
<u>0</u> = Total Cover				

Remarks (Include photo numbers here or on a separate sheet)
Disturbed woods edge

SOIL

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-12	10YR 3/2	100					silty clay loam	
12-20	10YR 4/3	100					silty clay	

*Type C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix

Hydric Soil Indicators: <input type="checkbox"/> Histosol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	Indicators for Problematic Hydric Soils: <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) <input type="checkbox"/> Dark Surface (S7) (LRR K, L) <input type="checkbox"/> iron-manganese masses (F12) (LRR K, L, R) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (explain in remarks)
---	--	--

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed): Type _____ Depth (inches) _____	Hydric soil present? <u>N</u>
---	-------------------------------

Remarks

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required, check all that apply) <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Water-Stained Leaves (B9)		Secondary Indicators (minimum of two required) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> True Aquatic Plants (B14) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Gauge or Well Data (D9) <input type="checkbox"/> Other (Explain in Remarks)	
Field Observations: Surface water present? Yes _____ No <u>X</u> Depth (inches) _____ Water table present? Yes _____ No <u>X</u> Depth (inches) _____ Saturation present? Yes _____ No <u>X</u> Depth (inches) _____ (includes capillary fringe)		Indicators of wetland hydrology present? <u>N</u>	
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available			
Remarks			

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site 10757 S, 92nd St City/County Franklin/ Milwaukee Sampling Date May 3, 2021
 Applicant/Owner Predzik State WI Sampling Point 2
 Investigator(s) K Sherfinski Section, Township, Range S32, T5N, R21E
 Landform (hillslope, terrace, etc.) hillslope Local relief (concave, convex, none) convex
 Slope (%) 2-3% Lat. _____ Long _____ Datum _____
 Soil Map Unit Name Ozaukee silt loam, 2-6% (OzaB) JWI Classification None

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)
 Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID _____
Hydric soil present?	<u>Y</u>	
Indicators of wetland hydrology present?	<u>Y</u>	

Remarks (Explain alternative procedures here or in a separate report)
Antecedent hydrologic conditions analysis shows climatic conditions to be drier than normal for this time of year

VEGETATION -- Use scientific names of plants

Tree Stratum	(Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC <u>1</u> (A) Total Number of Dominant Species Across all Strata <u>1</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC <u>100 00%</u> (A/B)
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size <u>30ft radius</u>)				Prevalence Index Worksheet Total % Cover of: OBL species <u>20</u> x 1 = <u>20</u> FACW species <u>90</u> x 2 = <u>180</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>110</u> (A) <u>200</u> (B) Prevalence Index = B/A = <u>1 82</u>
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Herb stratum	(Plot size <u>5ft radius</u>)				Hydrophytic Vegetation Indicators: Rapid test for hydrophytic vegetation <input checked="" type="checkbox"/> Dominance test is >50% <input checked="" type="checkbox"/> Prevalence index is ≤3 0* Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1	<u>Phalaris arundinacea</u>	<u>90</u>	<u>Y</u>	<u>FACW</u>	
2	<u>Eleocharis palustris</u>	<u>15</u>	<u>N</u>	<u>OBL</u>	
3	<u>Ranunculus sceleratus</u>	<u>5</u>	<u>N</u>	<u>OBL</u>	
4					
5					
6					
7					
8					
9					
10					
		<u>110</u>	= Total Cover		
Woody vine stratum	(Plot size <u>30ft radius</u>)				Hydrophytic vegetation present? <u>Y</u>
1					
2					
		<u>0</u>	= Total Cover		

Remarks (Include photo numbers here or on a separate sheet)
Wet meadow that has been mowed

SOIL

Sampling Point: 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-14	10YR 3/1	95	10YR 3/4	5	C	PL	silty clay loam	
14-20	10YR 2/1	60	10YR 5/6	5	C	M	silty clay	
	10YR 4/1	20						
	10YR 3/1	15						
*Type C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix								
Hydric Soil Indicators:			Indicators for Problematic Hydric Soils:					
<input type="checkbox"/> Histosol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)			<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input checked="" type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)			<input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) <input type="checkbox"/> Dark Surface (S7) (LRR K, L) <input type="checkbox"/> Iron-manganese masses (F12) (LRR K, L, R) <input type="checkbox"/> Very Shallow Dark Surface (TF12) <input type="checkbox"/> Other (explain in remarks)		
Restrictive Layer (if observed): Type _____ Depth (inches) _____			Hydric soil present? <u>Y</u>					
Remarks								

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required, check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input checked="" type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Drainage Patterns (B10)	
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)	<input checked="" type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Gauge or Well Data (D9)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)			
<input checked="" type="checkbox"/> Water-Stained Leaves (B9)			
Field Observations:			
Surface water present?	Yes _____ No <input checked="" type="checkbox"/>	Depth (inches)	_____
Water table present?	Yes <input checked="" type="checkbox"/> No _____	Depth (inches)	<u>10</u>
Saturation present? (includes capillary fringe)	Yes <input checked="" type="checkbox"/> No _____	Depth (inches)	<u>At surface</u>
Indicators of wetland hydrology present?			<u>Y</u>
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available			
Can see a wet spot in the lawn in several of the aerial photos			
Remarks			

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site 10757 S, 92nd St City/County Franklin/ Milwaukee Sampling Date May 3, 2021
 Applicant/Owner Predzik State WI Sampling Point 3
 Investigator(s) K Sherfinski Section, Township, Range S32, T5N, R21E
 Landform (hillslope, terrace, etc) hillslope Local relief (concave, convex, none) convex
 Slope (%) 2-3% Lat _____ Long _____ Datum _____
 Soil Map Unit Name Ozaukee silt loam, 2-6% (OzaB) JWI Classification None

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)
 Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? Yes
SUMMARY OF FINDINGS (If needed, explain any answers in remarks)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID _____
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	

Remarks (Explain alternative procedures here or in a separate report)
Antecedent hydrologic conditions analysis shows climatic conditions to be drier than normal for this time of year

VEGETATION -- Use scientific names of plants

Tree Stratum (Plot size <u>30ft radius</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet	
1 _____				Number of Dominant Species that are OBL, FACW, or FAC <u>1</u> (A)	
2 _____				Total Number of Dominant Species Across all Strata <u>1</u> (B)	
3 _____				Percent of Dominant Species that are OBL, FACW, or FAC <u>100 00%</u> (A/B)	
4 _____					
5 _____					
<u>0</u> = Total Cover				Prevalence Index Worksheet	
Sapling/Shrub stratum (Plot size <u>30ft radius</u>)				Total % Cover of	
1 _____				OBL species <u>0</u> x 1 = <u>0</u>	
2 _____				FACW species <u>0</u> x 2 = <u>0</u>	
3 _____				FAC species <u>100</u> x 3 = <u>300</u>	
4 _____				FACU species <u>30</u> x 4 = <u>120</u>	
5 _____				UPL species <u>0</u> x 5 = <u>0</u>	
<u>0</u> = Total Cover				Column totals <u>130</u> (A)	<u>420</u> (B)
Herb stratum (Plot size <u>5ft radius</u>)				Prevalence Index = B/A = <u>3.23</u>	
1 <u>Poa pratensis</u>	<u>100</u>	<u>Y</u>	<u>FAC</u>	Hydrophytic Vegetation Indicators:	
2 <u>Taraxacum officinale</u>	<u>15</u>	<u>N</u>	<u>FACU</u>	<u>X</u> Rapid test for hydrophytic vegetation	
3 <u>Trifolium repens</u>	<u>15</u>	<u>N</u>	<u>FACU</u>	<u>X</u> Dominance test is >50%	
4 _____				<u> </u> Prevalence index is ≤3.0*	
5 _____				<u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)	
6 _____				<u> </u> Problematic hydrophytic vegetation* (explain)	
7 _____				*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic	
8 _____					
9 _____					
10 _____					
<u>130</u> = Total Cover				Hydrophytic vegetation present? <u>Y</u>	
Woody vine stratum (Plot size <u>30ft radius</u>)					
1 _____					
2 _____					
<u>0</u> = Total Cover					

Remarks (Include photo numbers here or on a separate sheet)
Mowed lawn

SOIL

Sampling Point: 3

Profile Description: (Describe to the depth needed to document the Indicator or confirm the absence of Indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-14	10YR 2/2	100					silty clay loam	
14-24	10YR 4/3	95	10YR 5/6	5	C	PL/M	silty clay	

*Type C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains **Location PL = Pore Lining, M = Matrix

<p>Hydric Soil Indicators:</p> <p><input type="checkbox"/> Histosol (A1)</p> <p><input type="checkbox"/> Histic Epipedon (A2)</p> <p><input type="checkbox"/> Black Histic (A3)</p> <p><input type="checkbox"/> Hydrogen Sulfide (A4)</p> <p><input type="checkbox"/> Stratified Layers (A5)</p> <p><input type="checkbox"/> 2 cm Muck (A10)</p> <p><input type="checkbox"/> Depleted Below Dark Surface (A11)</p> <p><input type="checkbox"/> Thick Dark Surface (A12)</p> <p><input type="checkbox"/> Sandy Mucky Mineral (S1)</p> <p><input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)</p>	<p>Indicators for Problematic Hydric Soils:</p> <p><input type="checkbox"/> Sandy Gleyed Matrix (S4)</p> <p><input type="checkbox"/> Sandy Redox (S5)</p> <p><input type="checkbox"/> Stripped Matrix (S6)</p> <p><input type="checkbox"/> Loamy Mucky Mineral (F1)</p> <p><input type="checkbox"/> Loamy Gleyed Matrix (F2)</p> <p><input type="checkbox"/> Depleted Matrix (F3)</p> <p><input type="checkbox"/> Redox Dark Surface (F6)</p> <p><input type="checkbox"/> Depleted Dark Surface (F7)</p> <p><input type="checkbox"/> Redox Depressions (F8)</p>	<p><input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R)</p> <p><input type="checkbox"/> Dark Surface (S7) (LRR K, L)</p> <p><input type="checkbox"/> Iron-manganese masses (F12) (LRR K, L, R)</p> <p><input type="checkbox"/> Very Shallow Dark Surface (TF12)</p> <p><input type="checkbox"/> Other (explain in remarks)</p>
--	--	--

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type _____

Depth (inches) _____

Hydric soil present? N

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

<p>Primary Indicators (minimum of one is required, check all that apply)</p> <p><input type="checkbox"/> Surface Water (A1)</p> <p><input type="checkbox"/> High Water Table (A2)</p> <p><input type="checkbox"/> Saturation (A3)</p> <p><input type="checkbox"/> Water Marks (B1)</p> <p><input type="checkbox"/> Sediment Deposits (B2)</p> <p><input type="checkbox"/> Drift Deposits (B3)</p> <p><input type="checkbox"/> Algal Mat or Crust (B4)</p> <p><input type="checkbox"/> Iron Deposits (B5)</p> <p><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</p> <p><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</p> <p><input type="checkbox"/> Water-Stained Leaves (B9)</p>	<p>Secondary Indicators (minimum of two required)</p> <p><input type="checkbox"/> Aquatic Fauna (B13)</p> <p><input type="checkbox"/> True Aquatic Plants (B14)</p> <p><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</p> <p><input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)</p> <p><input type="checkbox"/> Presence of Reduced Iron (C4)</p> <p><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</p> <p><input type="checkbox"/> Thin Muck Surface (C7)</p> <p><input type="checkbox"/> Gauge or Well Data (D9)</p> <p><input type="checkbox"/> Other (Explain in Remarks)</p>	<p><input type="checkbox"/> Surface Soil Cracks (B6)</p> <p><input type="checkbox"/> Drainage Patterns (B10)</p> <p><input type="checkbox"/> Dry-Season Water Table (C2)</p> <p><input type="checkbox"/> Crayfish Burrows (C8)</p> <p><input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)</p> <p><input type="checkbox"/> Stunted or Stressed Plants (D1)</p> <p><input type="checkbox"/> Geomorphic Position (D2)</p> <p><input type="checkbox"/> FAC-Neutral Test (D5)</p>
---	---	---

Field Observations:

Surface water present? Yes _____ No X Depth (inches) _____

Water table present? Yes _____ No X Depth (inches) _____

Saturation present? Yes _____ No X Depth (inches) _____

(includes capillary fringe)

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available

Remarks

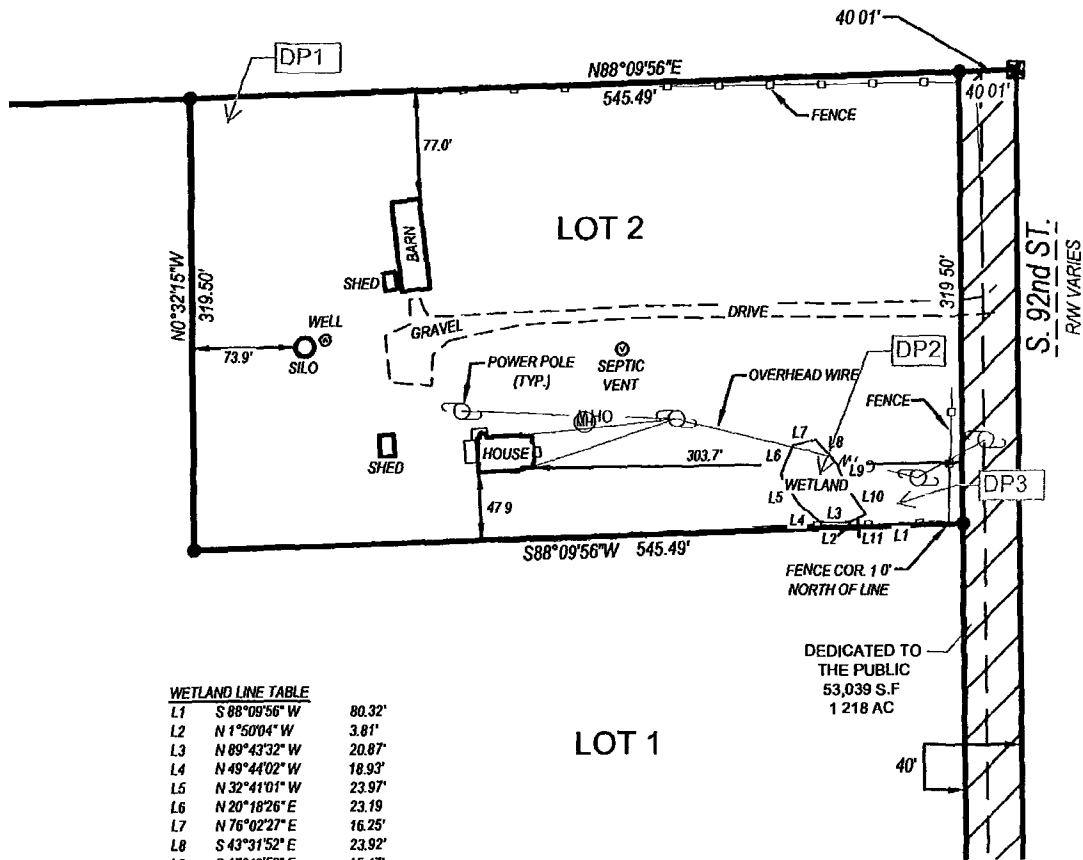
Area is on a slight rise, approximately 24 inches in elevation higher than DP2

CERTIFIED SURVEY MAP NO.

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN

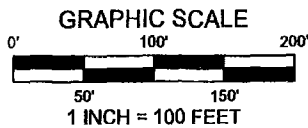
LEGEND

- 3/4"x24" IRON BAR WEIGHING 1.50 LBS. PER LINEAR FOOT - SET.

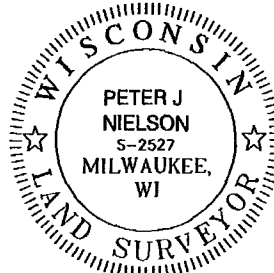


WETLAND LINE TABLE

L1	S 88°09'56" W	80.32'
L2	N 1°50'04" W	3.81'
L3	N 89°43'32" W	20.87'
L4	N 49°44'02" W	18.93'
L5	N 32°41'01" W	23.97'
L6	N 20°18'26" E	23.19'
L7	N 76°02'27" E	16.25'
L8	S 43°31'52" E	23.92'
L9	S 17°48'58" E	15.17'
L10	S 35°11'50" E	25.21'
L11	S 62°39'47" W	12.61'



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD '27) - GRID NORTH THE NORTH LINE OF THE SE 1/4 OF SEC 32-5-21 IS ASSUMED TO BEAR N 88°09'56" E



P. J. Nielson, P.L.S. #2527, Milwaukee, WI, 53201, 414.481.1111, p.j.nielson@wisconsinland.com

BLANK PAGE

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR</p> <p>COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>010/05/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND §15-3.0430 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 25 (WOODLAND TRAILS CONDOMINIUMS-BURKE PROPERTIES) TO ALLOW FOR FAÇADE CHANGES WITHIN THE WOODLAND TRAILS CONDOMINIUMS COMPLEX (WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC., APPLICANT) (9301, 9325, 9337, 9363, 9375, 9399 AND 9411 COBBLESTONE WAY)</p>	<p>ITEM NUMBER</p> <p>G.2.</p>

At its September 23, 2021 meeting, the Plan Commission recommended approval of an ordinance to amend §15-3.0430 of the UDO, PDD No. 25 to allow for façade changes to 7 buildings of 12 in the Woodland Trails Condominium Complex.

The applicant is proposing to replace damaged existing cobblestone facades with wood-look Hardie Plank siding. Changes to architecture or materials in the PDD require an amendment to the PDD.

COUNCIL ACTION REQUESTED

- A. (Minor Amendment Determination) A motion determining the proposed amendment to be a minor amendment.
- B. (Planned Development District Ordinance Amendment) A motion to adopt Ordinance No. 2021-_____, an ordinance to amend §15-3.0430 of the UDO, PDD No. 25 (Woodland Trails Condominiums – Burke Properties) to allow for façade changes within the Woodland Trails Condominiums complex (WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC., APPLICANT) (9301, 9325, 9337, 9363, 9375, 9399 AND 9411 COBBLESTONE WAY)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-16-21; redraft 9-17-21]

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND §15-3.0430 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 25 (WOODLAND TRAILS CONDOMINIUMS-BURKE PROPERTIES) TO ALLOW FOR FAÇADE CHANGES WITHIN THE WOODLAND TRAILS CONDOMINIUMS COMPLEX (WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC., APPLICANT) (9301, 9325, 9337, 9363, 9375, 9399 AND 9411 COBBLESTONE WAY)

WHEREAS, §15-3.0430 of the Unified Development Ordinance provides for and regulates Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties), same having been created by Ordinance No. 1998-1491 and later amended by Ordinance Nos. 1999-1535, 2000-1602, 2003-1768, 2006-1875, 2006-1896, 2007-1927 and 2007-1928; and

WHEREAS, Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) includes those lands legally described as follows:

Parcel 1, Parcel 2, Parcel 3, and Outlot 1 of CSM 6924, being that part of the Northeast ¼, Northwest ¼, Southeast ¼, and Southwest ¼ of the Southwest ¼ of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, excluding the following described lands:

All that part of the Southwest ¼, Southwest ¼, of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, Bounded and Described as follows: Beginning At The Southwest Comer Of Said Outlot 1 Of Certified Survey Map No. 6924; Thence North 88° 22' 14" East, Along The North Line Of West Ryan Road, 250.89 Feet To A Point In The Centerline Of The Drainage-Way; Thence North 11° 52' 24" West Along Said Centerline, 77.10 Feet To A Point; Thence North 37° 14' 01" West, Along Said Centerline, 40.06 Feet To A Point; Thence North 48° 41' 11" West, Along Said Centerline, 52.59 Feet To A Point; Thence North 34° 16' 56" West, Along Said Centerline, 61.84 Feet To A Point; Thence North 59° 37' 34" West, Along Said Centerline, 39.25 Feet To A Point; Thence North 31 ° 46' 33" West, Along Said Centerline, 41.93 Feet To A Point; Thence North 78° 21' 35" West, Along Said Centerline, 51.31 Feet To A Point; Thence North 61 ° 10' 45" West, Along Said Centerline, 35.91 Feet To A Point Along The West Line Of Outlot 1 Of Certified Survey Map No. 6924; Thence South 00° 15' 49" East Along Said West Line, 283.44 Feet To The

Point Of Beginning. Said Lands Being A Part Of Outlot (1), Certified Survey Map No. 6924.

WHEREAS, Woodland Trails Condominium Association, Inc. having petitioned for a further amendment to Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties), to replace the existing cobblestone façades with HardiePlank siding panel and to replace the windows on seven buildings within the condominium complex; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 9th day of September, 2021, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0430 Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Ordinance No. 98-1491, Section 13.28 E.8., pertaining to façades and windows, is hereby amended to allow for replacement of the existing cobblestone façades with HardiePlank siding panel and to replace the windows on seven buildings within the condominium complex, which shall be located and constructed, and appear as respectively depicted upon and pursuant to those plans City file-stamped _____, 2021, attached hereto and incorporated herein.

SECTION 2: The proposed Woodland Trails Condominiums façade and windows replacement shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

SECTION 3: Woodland Trails Condominium Association, Inc., successors and assigns and any developer of the Woodland Trails Condominiums façade and windows replacement 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, for the Woodland Trails Condominiums façade and windows replacement project, 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.

SECTION 4: All other applicable terms and provisions of §15-3.0430 Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Woodland Trails Condominiums façade and windows replacement project, and all terms and provisions of §15-3.0430 Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

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

ORDINANCE NO. 2021-____
Page 4

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of September 23, 2021

Minor PDD Amendment

RECOMMENDATION: City Development staff recommends approval of the Minor PDD Amendment subject to the conditions of approval in attached draft Ordinance.

Project Name:	Woodland Trails Façade Changes – Minor PDD Amendment
Project Address:	9301, 9325, 9337, 9363, 9375, 9399, and 9411 Cobblestone Way
Applicant:	Woodland Trails Condominium Association Inc.
Property Owner:	Woodland Trails Condominium Association Inc.
Current Zoning:	Planned Development District No. 25
2025 Comprehensive Plan:	Commercial
Use of Surrounding Properties:	R-8 Multiple Family Residence District to the North; R-3 Suburban/Estate Single-Family Residence District and Planned Development District 30 to the East; B-2 General Business District, M-1 Limited Industrial District, and R-8 to the South; and B-3 Community Business District, C-1 Conservancy District, R-8, and P-1 Park District to the West.
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Minor PDD Amendment.
Planner:	Marion Ecks, Associate Planner

On April 9, 2021, the Woodland Trails Condominium Association Inc. submitted a request for a Minor PDD Amendment to Planned Development District Number 25 to the Department of City Development. The application was deemed complete on June 8, 2021. The applicant is seeking to amend the PDD to allow for the replacement of failing Ohio Cobblefield Cultured Stone with Hardie Plank.

ANALYSIS:

The applicant is requesting to alter the facades and trim of X of Y units in the development, due to the faulty installation of Ohio Cobblefield Cultured Stone siding material, resulting in leaks and other structural damage.

PDD 25 includes design standards that require that all facades shall have a minimum of 50% Ohio Cobblefield Cultured Stone, not including doors, windows, gutters, roof, and eaves (Ordinance No. 98-1491 Section E.8.a) The applicants are requesting to amend this section to allow for a maximum amount of 5% of cobblestone to remain on each building. They would like to install

100% Hardie Plank replace the stone-look siding that encloses living spaces, and retain stone on decorative exterior elements such as archways.

Staff suggests that each façade being revised should have Ohio Cobblefield Cultured Stone or other similar decorative cobblestone at the base to a height equal to the center of the first-floor windows, and to retain a stone-look window sill and lintel that match other buildings in the development.

Ordinance No. 98-1491 Section E.8 requires Architectural Board approval of all building plans prior to issuance of building permits. The applicants must coordinate accordingly with the Inspection Services department.

CONCLUSION:

City Development staff recommends approval of the Minor PDD Amendment subject to the conditions of approval in attached draft Ordinance.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-16-21; redraft 9-17-21]

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND §15-3.0430 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 25 (WOODLAND TRAILS CONDOMINIUMS-BURKE PROPERTIES) TO ALLOW FOR FAÇADE CHANGES WITHIN THE WOODLAND TRAILS CONDOMINIUMS COMPLEX (WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC., APPLICANT) (9301, 9325, 9337, 9363, 9375, 9399 AND 9411 COBBLESTONE WAY)

WHEREAS, §15-3.0430 of the Unified Development Ordinance provides for and regulates Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties), same having been created by Ordinance No. 1998-1491 and later amended by Ordinance Nos. 1999-1535, 2000-1602, 2003-1768, 2006-1875, 2006-1896, 2007-1927 and 2007-1928; and

WHEREAS, Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) includes those lands legally described as follows:

Parcel 1, Parcel 2, Parcel 3, and Outlot 1 of CSM 6924, being that part of the Northeast ¼, Northwest ¼, Southeast ¼, and Southwest ¼ of the Southwest ¼ of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, excluding the following described lands:

All that part of the Southwest ¼, Southwest ¼, of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, Bounded and Described as follows: Beginning At The Southwest Comer Of Said Outlot 1 Of Certified Survey Map No. 6924; Thence North 88° 22' 14" East, Along The North Line Of West Ryan Road, 250.89 Feet To A Point In The Centerline Of The Drainage-Way; Thence North 11° 52' 24" West Along Said Centerline, 77.10 Feet To A Point; Thence North 37° 14' 01" West, Along Said Centerline, 40.06 Feet To A Point; Thence North 48° 41' 11" West, Along Said Centerline, 52.59 Feet To A Point; Thence North 34° 16' 56" West, Along Said Centerline, 61.84 Feet To A Point; Thence North 59° 37' 34" West, Along Said Centerline, 39.25 Feet To A Point; Thence North 31° 46' 33" West, Along Said Centerline, 41.93 Feet To A Point; Thence North 78° 21' 35" West, Along Said Centerline, 51.31 Feet To A Point; Thence North 61° 10' 45" West, Along Said Centerline, 35.91 Feet To A Point Along The West Line Of Outlot 1 Of Certified Survey Map No. 6924; Thence South 00° 15' 49" East Along Said West Line, 283.44 Feet To The

Point Of Beginning. Said Lands Being A Part Of Outlot (1), Certified Survey
Map No. 6924.

WHEREAS, Woodland Trails Condominium Association, Inc. having petitioned for a further amendment to Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties), to replace the existing cobblestone façades with HardiePlank siding panel and to replace the windows on seven buildings within the condominium complex; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 9th day of September, 2021, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0430 Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Ordinance No. 98-1491, Section 13.28 E.8., pertaining to façades and windows, is hereby amended to allow for replacement of the existing cobblestone façades with HardiePlank siding panel and to replace the windows on seven buildings within the condominium complex, which shall be located and constructed, and appear as respectively depicted upon and pursuant to those plans City file-stamped _____, 2021, attached hereto and incorporated herein.

SECTION 2: The proposed Woodland Trails Condominiums façade and windows replacement shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

SECTION 3: Woodland Trails Condominium Association, Inc., successors and assigns and any developer of the Woodland Trails Condominiums façade and windows replacement 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, for the Woodland Trails Condominiums façade and windows replacement project, 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.

SECTION 4: All other applicable terms and provisions of §15-3.0430 Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Woodland Trails Condominiums façade and windows replacement project, and all terms and provisions of §15-3.0430 Planned Development District No. 25 (Woodland Trails Condominiums-Burke Properties) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

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

ORDINANCE NO. 2021-____

Page 4

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

APPROVED:

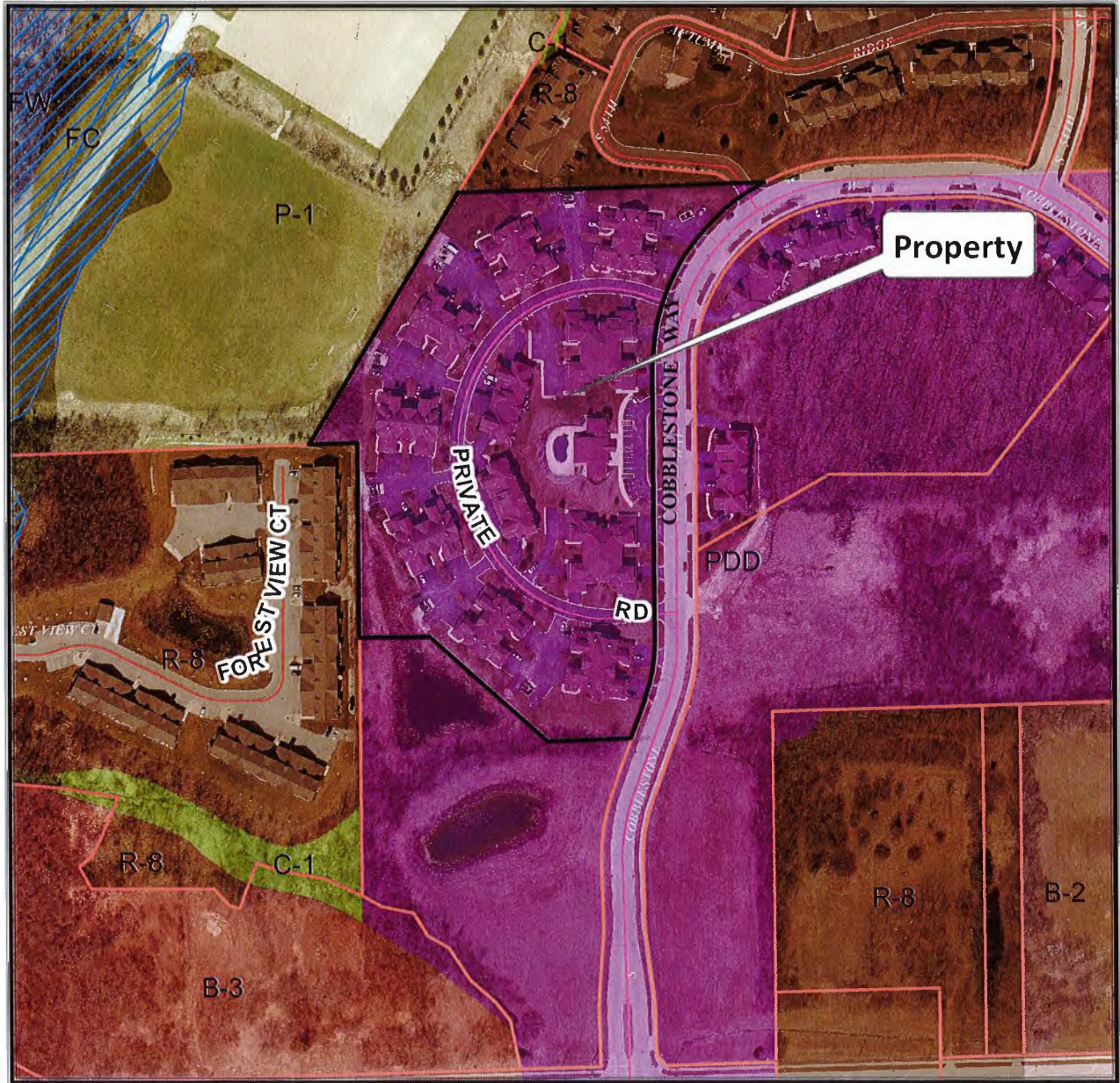
Stephen R. Olson, Mayor

ATTEST:

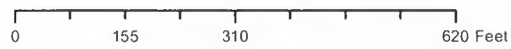
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

9301-9411 Cobblestone Way
TKN: 882 0140 000



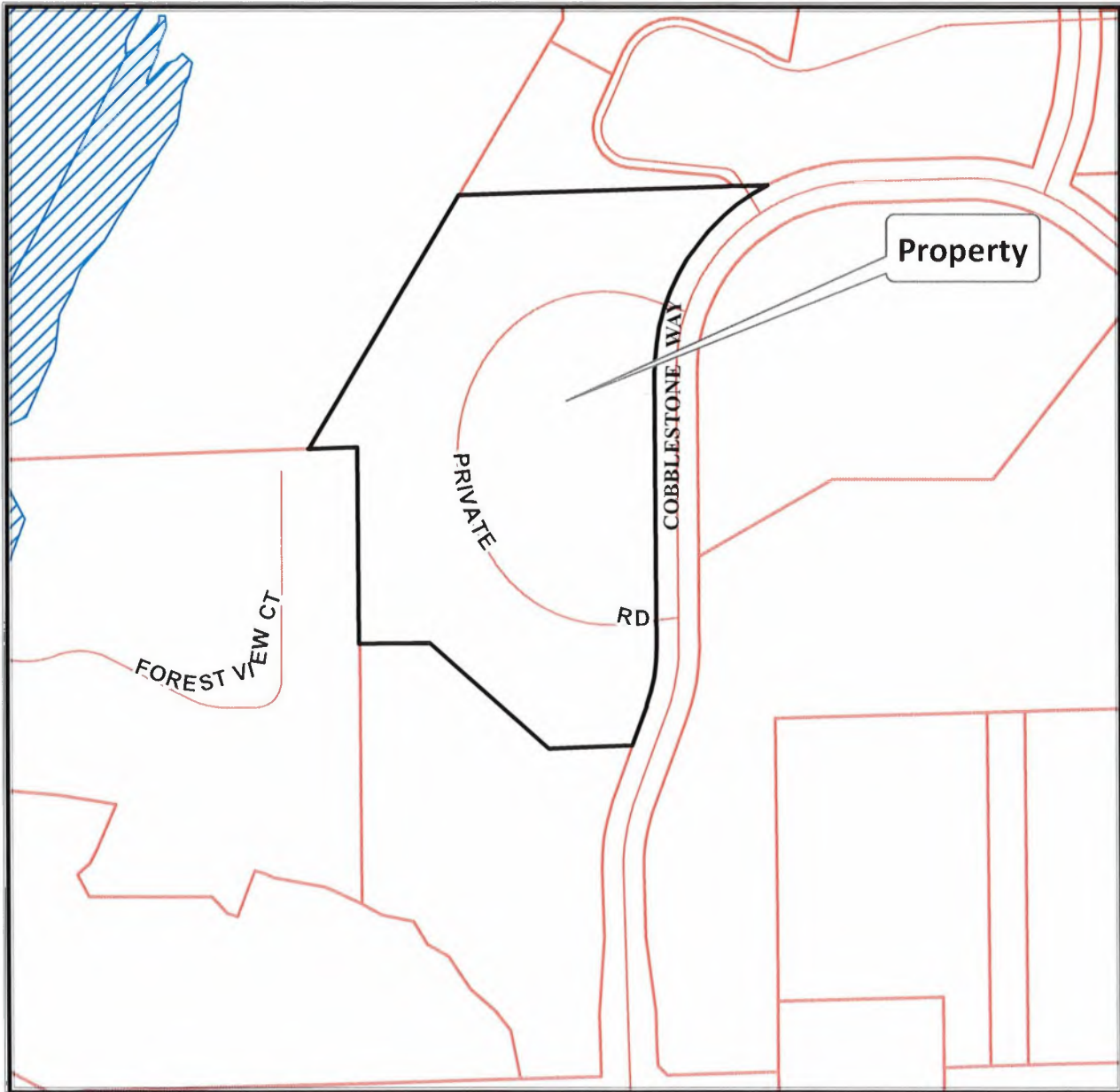
Planning Department
(414) 425-4024



2021 Aerial Photo

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

9301-9411 Cobblestone Way
TKN: 882 0140 000



Planning Department
(414) 425-4024

0 155 310 620 Feet



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

Date. September 9, 2021

To. City of Franklin Department of City Development

From: Jeff Zarka President

Woodland Trails Façade Changes – Minor PDD Amendment

To Whom this may Concern

In response to the City of Franklin email response dated August 18, 2021 in which the department requested a clarification in 2 items Our response is as follows

Item 1 : We are request a maximum amount of 5% of cobblestone remain on each building. This is the stone that is an archway into the condo buildings This cobblestone is not located in any living space so if when the water penetrates the stone we do not have any leakage into a living space. We will have 100% Hardie Plank replace the stone that borders the living space.

Item 2 We will coordinate with the inspection service department

04/09/21

My name is Kevin Theissen and I am a board member for Woodland Trails Condominiums Association. We would like to change the cobble stone materials on our 7 oldest buildings and install a hardie plank siding panel in lieu of cobblestone.. This is being done due to the fact the cobblestone was originally install incorrectly and now we are experiencing water leaks and rotten ply wood behind the stone. We have had a professional engineer inspect the area and this is what's been uncovered. (Please see attached report). It is our intent to leave the stone arches and entrance as we want to have some natural material that is original to the building and not causing problems remain. The association took a look at the hardie plank because of the new crisp look it will bring to the buildings and was affordable it also enhanced the beauty of the buildings. We feel the panel type hardie plank proposed is a more fitting look to the buildings. We also plan to replace the windows that are within the cobblestone façade because removing the stone will damage the window fins. We plan on doing this work on 7 buildings with those addresses as follows 9301, 9375, 9399, 9411, 9363, 9370 and 9325 South Cobblestone Way. The following is a summation of the work being completed. The buildings effected are the oldest buildings in the complex are not like the newer buildings which have a masonry, vinyl siding exterior.

Demo all exterior wall stone veneer down to studs. Remove stone, mesh, grout and sheathing

Sheathing & insulation (Furnish and Install)

Zip system sheathing at all walls

Flashing tape at all board joints, corners and returns

1-1/2" foam insulation boards

Hardie Panels (Furnish and Install)

James Hardie prefinished smooth panel siding on the exterior of the building on four sides not including the arch ways. COLOR Monterey Taupe (See Sample)

Tamlyn vertical and horizontal trim where panel siding meets panel siding

Tamlyn aluminum outside corner trim and inside corner trim per drawings

2 x 2 treated furring strips

Prefinished j-channel where panel siding meets the window jambs and window sills

Window head flashing

Exterior caulking where panel siding meets the masonry, window jambs and sills

Installation of new windows within the cobblestone area.

Typ PANEL
LAYOUT



Typ PANEL
LAY out





To
Remain

New
Siding



NEW
SIDING
&
WINDOWS
TYP

9411



NEW
Siding
&
window
TJR

To Remain











HardiePlank® **HL5** Lap Siding

Select Cedarmill® with ColorPlus® Technology

MONTEREY TAUPE


- Engineered for Climate®
- Flame resistant
- Superior finish durability and fade resistance
- Long-lasting beauty
- Use the full ColorPlus palette to create hundreds of color combinations



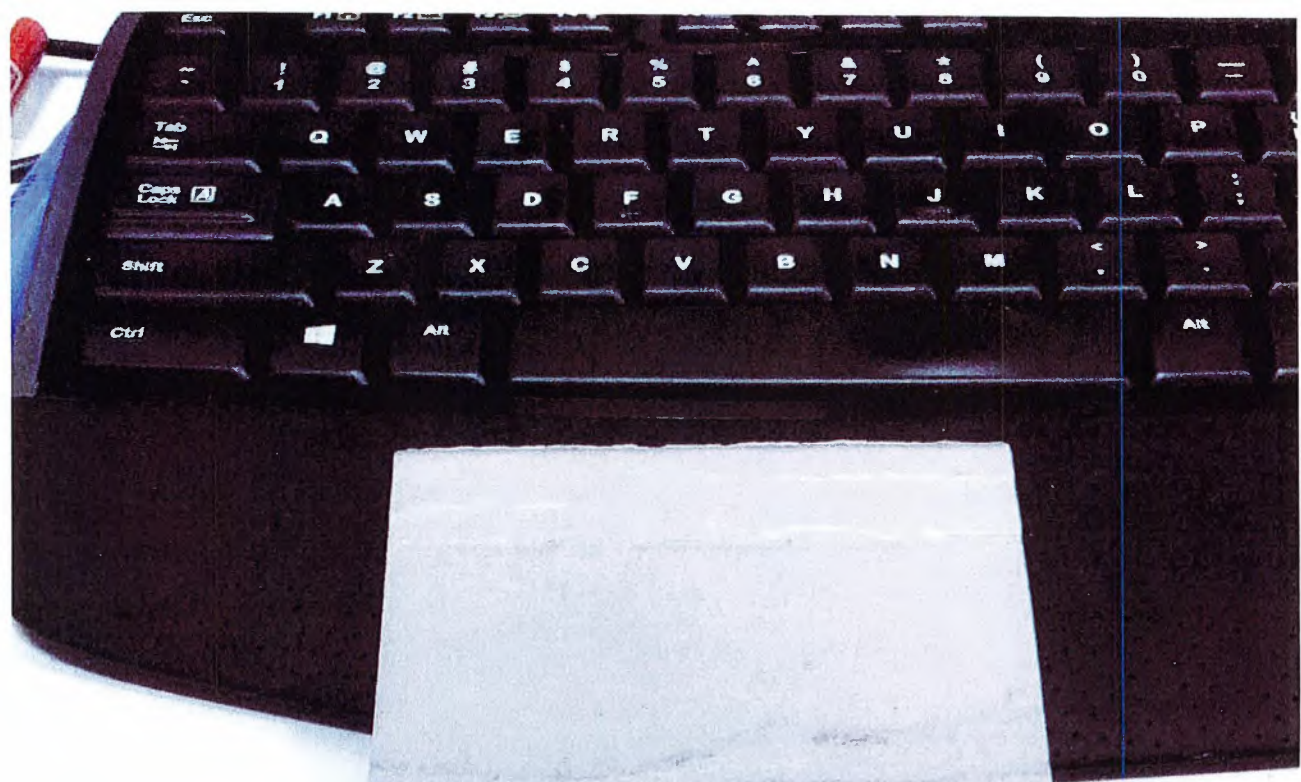
Building character is what we do.



JamesHardie

©2014 James Hardie Building Products, Inc. All rights reserved. TM, SM and ® denote trademarks or registered trademarks of James Hardie Technology Limited. The  logo is a registered trademark of James Hardie Technology Limited.

HS1128 5/14



BLANK PAGE

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 5, 2021
Reports & Recommendations	A RESOLUTION TO AMEND RESOLUTION NO. 2019-7522 AND QUIT CLAIM DEED FOR DEDICATION AND ACCEPTANCE OF RIGHT-OF-WAY FOR VELO VILLAGE APARTMENTS, LLC FOR PUBLIC ROAD/RIGHT-OF-WAY PURPOSES (TAX KEY NO. 754-9002-000)	ITEM NO. G.3.

BACKGROUND

Resolution 2019-7522 provided easements for storm drainage, sanitary sewer and watermain easements for Velo Village apartments at ballpark commons. Easements for the storm drainage and sanitary sewer were executed and recorded by the City and the developer. However, the watermain easement was not recorded by the developer and since that time, the ownership has changed from Zim-Mar Properties, LLC to Velo Village Apartments, LLC. To record the watermain easement, the resolution needs to be amended to change the ownership to Velo Village Apartments, LLC.

In addition, W. Old Loomis Road in the Ball Park Development (south of W. Rawson Avenue) project was previously transferred from Wisconsin Department of Transportation to the City of Franklin. DPW needed to improve the side ditches and it was noted that the property line was essentially the edge of pavement. Velo Village allowed DPW to enhance the ditches and dry the pavement for a full pavement rehabilitation that is expected to be completed this fall. Velo Village is granting the needed property so that DPW may adequately maintain a right-of-way on each side of the road.

ANALYSIS

The developer(s) are trying to finalize many items to dedicate to the City and these issues must be resolved so that the City may accept the improvements.

OPTIONS

Accept
 or
 Request additional information

FISCAL NOTE

There is no fiscal impact related to this dedication.

RECOMMENDATION

Motion to adopt Resolution 2021-_____ a resolution to amend Resolution No. 2019-7522 and quit claim deed for dedication and acceptance of right-of-way for Velo Village Apartments, LLC for public road/right-of-way purposes (Tax Key No. 754-9002-000).

Engineering Department: GEM

STATE OF WISCONSIN :: CITY OF FRANKLIN :: MILWAUKEE COUNTY

RESOLUTION NO. 2021-_____

RESOLUTION TO AMEND RESOLUTION NO. 2019-7522 AND
QUIT CLAIM DEED FOR DEDICATION AND ACCEPTANCE OF
RIGHT-OF-WAY FOR VELO VILLAGE APARTMENTS, LLC
FOR PUBLIC ROAD/RIGHT-OF-WAY PURPOSES (TAX KEY NO. 754-9002-000)

WHEREAS, a public road/right-of-way is needed for Velo Village Apartments next to W. Old Loomis Road; and

WHEREAS, a watermain easement identified in Resolution NO. 2019-7522 was not recorded prior to change in ownership from Zim-Mar Properties, LLC to Velo Village Apartments, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City of Franklin to amend Resolution No. 2019-7522 changing the grantor's name from Zim-Mar Properties, LLC to Velo Village Apartments, LLC and accept the dedication of a watermain and also accept the right-of-way for public road/right of way next to W. Old Loomis Road. and therefore, the Mayor and Clerk are hereby authorized and directed to execute this road dedication accepting it on behalf of the City.

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Acceptance

The undersigned does hereby accept the dedication of the Property granted and conveyed to it under and pursuant to the foregoing Quit Claim Deed for Dedication and Acceptance of R.O.W., pursuant to law.

Dated this ____ day _____, 2021.

CITY OF FRANKLIN

Stephen R. Olson, Mayor

Countersigned

Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this ____ day _____, 20____, the above-named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above-named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Common Council Resolution No. _____, adopted by Common Council on the ____ day of _____, 2021.

Notary Public, State of Wisconsin
My commission

Approved as to form this ____ day
of _____, 2021.

City Attorney
City of Franklin

EXHIBIT A

LEGAL DESCRIPTION

DEDICATION OF LAND FOR PUBLIC ROAD PURPOSES

OWNER: VELO VILLAGE APT LLC

TAX KEY: 754-9002-000

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, DOCUMENT NO. 10785127 RECORDED JUNE 14, 2018 AT MILWAUKEE COUNTY REGISTER OF DEEDS, ALSO BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, STRIP OF LAND FOR LAND DEDICATION BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTHEAST 1/4 OF SEC 9; THENCE S00°14'02"E ALONG THE WEST LINE OF SAID 1/4 SECTION 75.02 FEET TO THE SOUTH LINE OF WEST RAWSON AVENUE; THENCE N88°42'47"E AND PARALLEL WITH THE NORTHLINE OF SAID 1/4 SECTION 458.18 FEET TO THE WEST LINE OF OLD LOOMIS ROAD; THENCE S01°11'11"E ALONG SAID WEST LINE 436.22 FEET TO A POINT; THENCE SOUTHWESTERLY 217.17 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 325.10 FEET AND WHOSE CHORD BEARS S17°34'48"W 213.15 FEET TO A POINT; THENCE S36°20'46"W 736.57 FEET TO A POINT; THENCE S32°45'47"W 270.94 FEET TO A POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE S32°45'47"W 875.05 TO A POINT; THENCE N00°11'15"W 95.34 FEET TO A POINT; THENCE N32°45'47"E 478.19 FEET TO A POINT; THENCE N01°48'00"E 32.48 FEET TO A POINT; THENCE N32°45'47"E 293.32 FEET TO A POINT; THENCE S53°37'48"E 68.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,515.0 SQUARE FEET OR 1.1 ACRE MORE OR LESS.

EXHIBIT B

Depiction of the Right of Way Dedication



SCALE 1" = 250'

NW COR. NW 1/4
SEC. 9, T5N, R21 E

W. RAWSON AVE
C.T.H. "BB"

S00°14'02"E
75.02'

N88°42'47"E
458.18'

436.22'
S01°11'11"E

L=217.17
R=325.10
LC=213.15
Chord Bearing=N17° 34' 48"E
Δ=38.2733

SOUTH BALLPARK
DRIVE

VELO VILLAGE APT LLC
TAX KEY: 754-9002-000

736.57'
S36°20'46"W

270.94'
S32°45'47"W

W. LOOMIS ROAD
S.T.H. "36"

SE 1/4 OF NW 1/4 OF
SECTION 9, T5N, R21 E

N53°37'48"W
68.71'

N32°45'47"E
293.32'

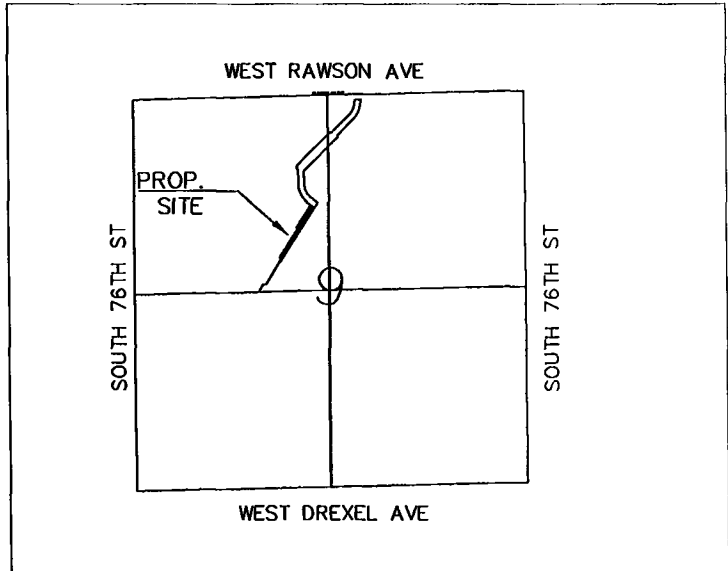
POB

N01°48'00"E
32.48'

N32°45'47"E
478.19'

S32°45'47"W
875.05'

N00°11'15"W
95.34'



N.T.S

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/05/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REQUEST TO HIRE POLICE OFFICER</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

The recruiting of qualified police officers has become increasingly difficult, especially in the last 2 years. We find ourselves in constant competition with other area police departments for the smaller and smaller pool of qualified applicants. It's critical to be able to recruit and hire officers when they become available.

While the police department is officially fully staffed, one officer is presently on Unpaid Administrative Leave and will remain on this status until his retirement on April 12, 2022.

I request to hire a Police Officer or Recruit Officer at this time to fill this position on a temporary basis until April 13, 2022 when his or her hiring status would become final. The funding for this position is currently in the police department's budget. Consequently, no additional funds are being requested at this time.

While this would put the department one over its authorized strength, this a one-time request due to an unusual situation. After April 12, 2022 the department will revert to its current authorized strength.

COUNCIL ACTION REQUESTED

Authorization to hire a Police Officer or Recruit Officer to fill a position that is currently filled by an officer on Unpaid Administrative Leave.

Blank Page

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/05/2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Authorization to Reclassify and Fill a Previously Authorized Half-time Fire Inspector Position as a Full-time Position, Shared with the Oak Creek Fire Department and Execute an Intergovernmental Cooperation Agreement (ICA) with the City of Oak Creek.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.5.</p>

Background

The Fire Department has had a part-time 0.5 Full-Time Equivalency (FTE) position authorized and budgeted for since 2019. In 2020, hiring for the vacant position was postponed, largely due to COVID, and a State emergency order allowing required fire inspections to be deferred in the interest of public safety.

In 2021, as development resumed and businesses reopened, the Department refocused on the need to fill the part-time position. During this time, it was learned that the Oak Creek Fire Department was also seeking to add a half-time (0.5 FTE) position to assist with their growing inspection burden, and the idea of a shared (50%-50%) full-time position was explored. The City Administrators and Fire Chiefs of both municipalities met to vet the concept of a full-time employee shared between the two municipalities, and it was determined that a shared position would be an attractive option for both communities.

Proposed Action

The Fire Department is seeking permission to move forward with the attached Intergovernmental Cooperation Agreement (ICA) with the City of Oak Creek to document the terms of the agreement as well as proceed with the hiring process for a full-time Fire Inspector/Prevention Specialist as a City of Franklin employee, under the existing approved "Community Fire Prevention Specialist" job description and level 5 wage classification. The Department had budgeted for the original half-time position for the entirety of 2021, and the position will be 50% funded by Oak Creek, which had also previously budgeted for a 0.5 FTE position. The proposed position has been vetted with both departments' Bargaining Units, as a non-represented employee, with no objections.

The fiscal impact of the transition to a 0.5 FTE with benefits, from the 0.5 FTE without benefits amounts to approximately \$13,700.

The shared position has also been included in the 2022 Mayor's Recommended Budget.

COUNCIL ACTION REQUESTED

Request Common Council Approval to Reclassify and Fill a Previously Approved Half-time Fire Inspector Position as a Full-time Position, Shared with the Oak Creek Fire Department, and execute an Intergovernmental Cooperation Agreement with Oak Creek.

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CITY OF OAK CREEK AND THE CITY OF FRANKLIN**

This Agreement between the City of Oak Creek and the City of Franklin (“Lead Agent”) (collectively, the “Parties”), outlines the partnership for a shared, full-time Fire Inspector to continue to implement fire inspections, fire prevention programs, and public education regarding same (the “Work”).

RECITALS

WHEREAS, Public Safety and first response programs represent the most critical public services in keeping life and property safe; and

WHEREAS, fire inspection, prevention, public education, and code compliance represents a significant opportunity to prevent loss of life and property; and

WHEREAS, in relatively newer communities like Oak Creek and Franklin, structures have been largely constructed with more modern building codes, but certain structures are at an age pre-dating advances in building codes and code compliance best practices; and

WHEREAS, fire inspection, prevention, and code compliance is a mandated service by the State of Wisconsin; and

WHEREAS, presently the Parties each maintain one (1) full-time Fire Inspector, and both Parties acknowledge the need to enhance resources for the important work of fire inspection and prevention; and

WHEREAS, Parties have analyzed options to enhance Fire Inspector resources in their respective communities and within their respective operating budgets; and

WHEREAS, Parties are desirous of an intergovernmental partnership to enhance Fire Inspection resources in their respective jurisdiction by sharing a Fire Inspector position; and

NOW, THEREFORE, the Parties agree to the following:

1. Recitals: The above recitals are hereby incorporated into this Agreement.
2. Lead Agent: The City of Franklin shall serve as the Lead Agent to implement this Agreement. The Lead Agent will undertake the following responsibilities:
 - a. Following collaborative recruitment effort among the respective Fire Chiefs and Human Resources, employ a joint Community Fire Prevention Specialist (“CFPS”) as an employee of the City of Franklin;

- b. Offer the CFPS all normal and customary time off, insurance, fringe benefits, etc. offered to all other non-represented employees and in accordance with the City of Franklin Personnel Policy Manual and/or other administrative rules;
- c. Provide the CFPS an adequate work space and technology to perform the Work;
- d. Promptly notify the Oak Creek Fire Chief of any impediments to performing the Work such as extended time off, injury, employee performance issues, suspension, or possible disciplinary actions, etc., and collaborate to resolve the same to the mutual satisfaction of the Parties;
- e. Invoice the City of Oak Creek on at least a quarterly basis for the time and benefits applicable to the time the CFPS spends performing work within the Oak Creek jurisdiction as well as approximately one-half (1/2) of the off-time hours, which is expected to average out to approximately 1,040 hours per year; and
- f. Invoice the City of Oak Creek for technology and related equipment and reasonable supplies used by the CFPS while working within the Oak Creek jurisdiction.

3. Accounting/Financial Arrangement:

- a. Employee Salary, Benefits, and Materials Costs: Employee costs as outlined in Exhibit A shall be the financial framework for this Agreement. Exhibit A will be updated on an annual basis prior to the end of September each year such that Parties can accommodate costs in their annual operating budgets. The Parties acknowledge as a beginning premise that 50% of associated costs, per Exhibit A, shall be the responsibility of each City subject to the limitations outlined in section 3 b. below.
- b. Equitable Distribution of Time: It is incumbent on the Fire Chiefs to ensure the goal of 50%/50% time spent performing the Work in each respective community is met to the maximum extent practicable. Parties acknowledge this 50%/50% is a goal and not a mandate of this Agreement; however, in no case over the course of any one calendar year shall either Party benefit from having more than 60% of the CFPS's time spent performing Work within their community. Hours throughout the billing interval will be tracked by Work performed in which community. In the billing process, a "true-up" of time spent on the Work will be accounted for, with the City of Oak Creek only being charged for the Work received for the City of Oak Creek.

- c. **Invoicing/Cost Sharing:** The Lead Agent will be responsible for initiating the billing. The billing will accommodate changes for the Equitable Distribution of Time per 3 b. above. The City of Oak Creek shall be responsible for remitting payment within thirty days of receiving the invoice.
4. **Continuous Improvement:** To ensure the public service expectations of each Party are met, and to collaborate regularly to assess the joint program, identify services gaps, and discuss changes to improve the Work, the Fire Chiefs and/or their designees will meet formally on at least a quarterly basis.
5. **Term:** This Agreement shall commence on October 6, 2021 and shall automatically renew January 1 of each new year unless either party terminates the Agreement by giving written notice to the other party by no later than July 1 for the following year.
6. **Modification:** This Agreement may be formally amended by mutual consent of the Common Council of the City of Oak Creek and the Common Council of the City of Franklin.
7. **Applicable Law:** This Agreement shall be governed by the laws of the State of Wisconsin.
8. **Severability:** If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement shall continue in full force and effect.
9. **Indemnification:** Each of the respective Parties shall be liable for their own negligent acts, errors, and omissions. If litigation requires one party to respond for the acts, errors, or omissions of the other party, then the other party will hold the responding party harmless for any losses, damages, costs, or expenses, including, but not limited to, reasonable attorney's fees and litigation expenses.

In witness thereof, the Common Council of the City of Oak Creek and the Common Council of the City of Franklin have authorized this Agreement to be signed by their appropriate officers.

[SIGNATURE PAGE FOLLOWS]

CITY OF OAK CREEK

By: _____

Daniel J. Bukiewicz, Mayor

Date: _____

Attest: _____

Catherine A. Roeske, City Clerk

CITY OF FRANKLIN

By: _____

Stephen R. Olson, Mayor

Date: _____

Attest: _____

Sandra L. Wesolowski, City Clerk

EXHIBIT A: EMPLOYEE COSTING MODEL

(Estimates Based on Pay/Benefits in effect on 9/1/2021 (midpoint used) – To be modified based on actual hiring pay and benefits selected, and annually when pay/benefits are updated)

**Community Fire Prevention Specialist - City of Franklin/City of Oak Creek
Non-Protective Service Employee**

Wages	\$61,212.94		Hourly Rate	\$29.43
 Benefits				
FICA	\$3,795.20	6.20%		6.2000%
Medicare	\$887.59	1.45%		1.4500%
Retirement	\$4,131.87	6.75%		6.7500%
Life Insurance (Average)	\$315.00	Average for two times annual pay value		0.5146%
Health Insurance (Based on Family HDHP)	\$17,909.76			29.2581%
Dental Insurance (City pay for single plan/EE pays u	\$504.00	City pay for single plan/EE pays up for Family if applicable		0.8234%
Holiday Pay	\$0.00	non-protected/no holiday pay		
OPEB - Act Contribution Annually	\$245.00			
Workers Comp (By employment category)	\$2,313.85	Average		3.7800%
Unemployment*	\$300.00	Paid claims method / Average		0.4901%
 Avg EE annual compensation & Benefits		 \$91,615.21		
 Hourly Rate w/ Benefits		 \$44.05	<i>For work hours as well as offtime (hours worked charged as recorded & offtime booked 50/50)</i>	
		 \$30,402.27	Benefits Amount	
<hr/>				
	<u>49.6664%</u>	<u>Benefits to Wages/Salary Percentage</u>		49.2662%
 Premium Time Calc.- Time and a half				
Wage	\$44.14			
FICA	\$2.74			
Medicare	\$0.64			
Retirement	\$2.98			
Hourly Rate for Overtime	\$50.50			

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 5, 2021
Reports and Recommendations	Authorization to Allow Contract with Maxim Locum Tenens and Advanced Practitioners for temporary staff position of an Epidemiologist	ITEM NUMBER G.6.

Background: Under Wisconsin Chapter Department of Health Services (DHS) 140, local health departments are tasked with conducting a Community Health Assessment (CHA) every five years. The CHA gathers community data related to overall community health and health outcomes. This information provides the backbone of the Community Health Improvement Plan and greatly shapes the programs and services Franklin Health Department (FHD) offers to the community. The last CHA was conducted in 2015. Wisconsin DHS granted an extension to all local health departments who were to conduct a CHA in 2020 due to the COVID-19 pandemic. As a result of this extension, health departments have been asked to incorporate strengths and barriers identified as a result of the pandemic into the CHA as well.

Data is collected through a variety of channels including key informant interviews, the Milwaukee County Community Health Needs Assessment survey, a Franklin community survey, and community focus groups to determine the greatest strengths and opportunities for improved health as well as the barriers still in place that prevent those that live, work, and play in Franklin from living their healthiest and safest life in the community.

Analysis: Since data is collected using a variety of tools with a variety of platforms, FHD requires an individual trained in epidemiology to review, interpret and analyze the data. Currently FHD does not have staff on hand with this educational background to sufficiently analyze the data. The individual paired with FHD through Maxim will have the ability to correctly identify themes and trends and compile a report for the community based on the data collected. The epidemiologist will be completely funded using funds received from the FHD American Rescue Plan Act (ARPA) available now through December 31, 2024.

Recommendation: The Director of Health and Human Services recommends authorization approval of a contract with Maxim Locum Tenens and Advanced Practitioners for a temporary staff position of Epidemiologist.

Fiscal Note: All equipment and wages for the individual hired through Maxim Locum Tenens and Advanced Practitioners will be funded with FHD ARPA grant dollars and will not impact the City of Franklin budget.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services recommends authorization to allow a contract with Maxim Locum Tenens and Advanced Practitioners for a temporary staff position of Epidemiologist.



SERVICE AGREEMENT FOR LOCUM TENENS COVERAGE

This Agreement ("Agreement") is made this 17th day of August 2021 ("Effective Date"), by and between **Maxim Physician Resources, LLC, d/b/a Maxim Locum Tenens and Advanced Practitioners** with an office located at 5001 LBJ Freeway, Suite 900, Dallas, TX 75244, referred to in this Agreement as "MPR", and **Franklin Health Department**, with an office located at 9229 W Loomis Road Franklin, WI 53132 referred to in this Agreement as "CLIENT", for the purpose of providing Locum Tenens Provider(s) ("Provider")

Section 1 Term/Termination The Agreement shall commence on the day first listed above and shall continue for twelve (12) months unless terminated earlier as provided herein. At the end of this initial term, the Agreement shall automatically be extended for additional one (1) year terms unless written notice is provided by either party regarding the non-renewal of this Agreement within (30) days prior to the end of the initial term or any subsequent renewal. Either party may terminate this Agreement at any time without cause by providing the other with no less than thirty (30) days' advanced written notice.

Section 2 Personnel. MPR will (i) use best efforts to provide Provider(s) acceptable to CLIENT, (ii) provide compensation to the Provider(s) directly, (iii) provide any assigned Provider with Professional Liability insurance with minimum amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) annual aggregate, (iv) make a good faith effort to verify and assist Provider in obtaining licensure, as necessary (the parties agree it is ultimately the Provider's responsibility to make sure their license is current, active and in good standing for any MPR assignment) and (v) permit CLIENT to retain income generated by locum tenens Provider(s). Notwithstanding the above, in no way shall any payment or monies owed to MPR be withheld for any reason related to the credentialing process of any Provider.

Section 3 Client Responsibilities. CLIENT will (i) notify MPR of the acceptability of any Provider presented to CLIENT within two (2) working days unless otherwise mutually agreed upon, (ii) provide the Locum Tenens Provider(s), according to the required specialty, with a reasonable work schedule, reasonably maintained and usual and customary equipment and supplies, a suitable practice environment complying with the acceptable ethical and procedural standards, and, as necessary, appropriately trained support staff to enable the Provider(s) to perform medical services, (iii) provide for costs of local transportation for Provider, reasonable living accommodations outside of the hospital or facility, and round trip transportation for Provider to and from CLIENT'S community prior to the assignment and at the termination of the assignment, (iv) establish and pay for all fees associated with hospital privileges, (v) assist MPR in obtaining hospital privileges for Provider(s), as applicable, (vi) comply with AMA, JCAHO, federal, state and local standards relating to patient care and related activities, and (vii) comply with OSHA regulations, as applicable.

Section 4 Confirmations. Each individual Provider assignment will be confirmed in writing with the specific hourly rates to be charged for a specific Provider to work a specific assignment. Assignment Confirmations will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by CLIENT and MPR. In the event that CLIENT fails to respond to the Assignment Confirmation within two (2) business days, the CLIENT will be deemed to have accepted the terms in said Assignment Confirmation and CLIENT will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation.

Section 5 Minimal Hours. MPR reserves the right to require a minimum amount of hours be scheduled per day, to be determined on a per assignment basis. In the event Provider does not work the minimum required amount of scheduled hours for any reason other than dereliction of duties, gross negligence, loss of hospital privileges or other related acts of omission, MPR will bill for, and CLIENT will be liable to pay the amount of hours agreed upon as a daily minimum. Any minimums will be agreed upon prior to the arrangement of the assignment and will be confirmed in the assignment confirmation letter.

Section 6 Hospital Privileges When applicable, CLIENT agrees to pay MPR for all fees incurred in obtaining hospital privileges for locum tenens Provider(s).

Section 7 Holidays. In addition to any other holiday CLIENT facility has set forth, a premium of one-half of the daily rate will be charged (in addition to normal charges) for the following holidays: New Year's Day, Memorial Day,

Independence Day, Labor Day, Thanksgiving and Christmas Notwithstanding the forgoing the only exception to premium daily rate charges will be with prior approval of MPR and Provider

Section 8 Work Site. If CLIENT chooses to move the work site of a MPR Provider within thirty (30) days of the start date of the assignment, or once the assignment commences, CLIENT will be responsible for the prorated share of rent, plus any loss of security deposit(s) incurred, if that change of the work site location will make MPR's Provider commute a distance greater than thirty (30) minutes or thirty (30) miles If the change in work site results in a commute of less than thirty (30) minutes or thirty (30) miles, no additional charges will be incurred by CLIENT, even if less than thirty (30) days notice is given

Section 9 Invoicing and Payment. MPR will submit invoices to CLIENT on a weekly basis Payment shall be submitted within fifteen (15) days of dated invoice to the address set forth on the invoice Invoices not paid within fifteen (15) days may, at MPR's discretion, accumulate interest until paid the rate of one and one-half percent (1-1/2%) per month on the unpaid balance or the maximum rate permitted by applicable law, whichever is less

Section 10 Cancellation. Once a Provider has been scheduled verbally or in writing (whether or not actually placed in CLIENT facility), CLIENT must give MPR not less than thirty (30) days notice of cancellation prior to the commencement of the assignment Should CLIENT cancel an assignment with less than the required notice set forth above, CLIENT agrees to pay MPR the total sum due for any uncompleted portion of the Provider period covered by the Agreement up to a maximum of thirty (30) calendar days CLIENT also agrees to pay other applicable fees and charges due resulting from scheduling or from locum tenens service actually performed, to include, but not be limited to overtime, non-refundable airline tickets, hotel accommodation expenses and rental car fees

Section 11 Permanent Recruitment and Non-Solicitation CLIENT may wish to enter into a long- or short-term relationship with a Provider who has worked with CLIENT or has been introduced through MPR As separate consideration for our efforts in locating and referring a Provider to CLIENT, CLIENT agrees to pay MPR a permanent recruitment fee in the amount of \$35,000 for Physicians and \$20,000 for Advanced Practice Providers or as otherwise agreed upon in writing (the "Permanent Recruitment Fee") for any Provider introduced to CLIENT by MPR during the term of this Agreement and for a period of two (2) years thereafter CLIENT must inform MPR within twenty-four (24) hours if any Provider introduced by MPR is already known to the CLIENT and CLIENT is aware Provider is seeking a locum tenens position Otherwise, the Provider(s) will be conclusively presumed to have been introduced by MPR to CLIENT CLIENT agrees that the Permanent Recruitment Fee shall also be due in the event a Provider introduced to CLIENT by MPR enters into a direct relationship with any affiliate, subsidiary, or division of CLIENT, or other entity wholly or partially owned by CLIENT, or, in the event such Provider is hired by a third party to whom Provider was introduced or referred by CLIENT or any of CLIENT's officers, agents, or employees Any Permanent Recruit Fee shall be due in full and payable on the first day the Provider performs services in the new permanent position

Section 12 Independent Contractor Status Some of the Providers may be employees of MPR and MPR shall make employee social security payments or purchase workers' compensation insurance, unemployment insurance, and/or health insurance for the employee Providers Some of the Providers may be independent contractors with MPR and in those instances (1) MPR will contract independently with the independent contractor Providers, (2) they are not an employee of MPR's for any purpose, and (3) MPR shall not make employee social security payments or purchase workers' compensation insurance, unemployment insurance, or health insurance for the independent contractor Provider(s) provided

Section 13 Compliance. CLIENT represents that they are not currently under investigation by any local, state or federal governmental agency for Medicare or Medicaid false claims, fraud, or abuse Further, CLIENT represent that its currently practicing Provider(s) and staff have not been sanctioned by a local, state or federal governmental agency, that CLIENT and CLIENT's currently practicing Provider(s) and staff are not excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending In the event an investigation of CLIENT facility is initiated by any local, state or federal governmental agency, or it is discovered by MPR that the representations contained herein are false, MPR reserves the right to immediately terminate this Agreement

Section 14 Performance Reviews CLIENT agrees to assist MPR's review of MPR's Providers by providing feedback and reports on the performance of such Provider(s) to MPR and promptly advising MPR of any incident or claim involving a locum tenens Provider placed through MPR so MPR can cooperate in its resolution

Section 15 Confidential Information. In the course of accomplishing placement of a health care professional, both MPR and CLIENT will receive information, data, items and materials relating to each other's personnel, business plans, methods and techniques, financing, financial condition, customers, lists, accounts, pricing, debts, assets,

facilities and marketing, which both parties mutually agree is Confidential Information MPR and CLIENT agree not to disclose the Confidential Information of the other party, to any third party, without the express written consent, either during the term of this Agreement or for two (2) years after its termination "Confidential Information" does not include information that is (a) generally known in the industry in which MPR and CLIENT compete, or (b) is readily ascertainable by proper means by competitors, through sources independent of either CLIENT or MPR, or either party's personnel, through no act or no fault of MPR or CLIENT

Section 16 Indemnification. MPR agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, 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 negligent performance of MPR, its directors, officers, employees or agents in providing Services under this Agreement CLIENT agrees to indemnify and hold harmless MPR, and its directors, officers, shareholders, employees 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 negligent performance of CLIENT, its directors, officers, employees, contractors or agents under this Agreement

Section 17 Limitation on Liability. Neither party will be responsible to the other for special, indirect, incidental, 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 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

Section 18 Misc. 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 Neither party may assign this Agreement without the prior written consent of the other party, nor will consent be unreasonably withheld No such consent will be required for assignment to an entity owned by or under common control with the assignor In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement This Agreement constitutes the entire contract between CLIENT and MPR regarding the services to be provided hereunder 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 Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties

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 PHYSICIAN RESOURCES, LLC

Signature

Signature

E-Signed 09/24/2021 04:35 PM EDT
Eric Lynch
erlynch@maxhealth.com
IP 174.192.196.65
Certified Electronic Signature
Doc ID: 20210924153220524

Printed Name & Title

Printed Name & Title
ERIC LYNCH, ASSISTANT CONSULTANT
09/24/2021

Date

Date

Federal Tax I.D. # or Social Security #

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/05/2021
Reports and Recommendations	Motion to allow the Director of Health and Human Services to accept and sign the Division of Public Health Consolidated Contracts for continued COVID-19 mitigation and recovery efforts.	ITEM NUMBER G.7.

Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. Franklin Health Department (FHD) has been awarded three new grants totaling \$615,300 to assist in the continued mitigation and recovery efforts surrounding COVID-19 and its impact on the Franklin community.

- **American Rescue Plan Act COVID Recovery** (March 3, 2021 through December 31, 2024) \$460,000
- **Centers for Disease Control Public Health Workforce Development** (July 1, 2021 through June 30, 2023) \$84,700
- **Immunization COVID Supp3** (July 1, 2021 through June 30, 2024) \$70,600

These grants span multiple years and can be used both in COVID-19 response (contact tracing, testing, and vaccination) as well as recovery (additional staffing, addressing disparities, improving health outcomes, improving disaster planning, enhancing software and equipment, etc.). They allow FHD the ability to conduct a more thorough community health assessment to address needs created or exacerbated by the pandemic as well as improve internal department and city functions and equipment to be better prepared for future public health emergencies. While no definitive plans have been created for the funds, an example of the improvements FHD is looking to implement with the grants are as follows:

Grant	Possible Expenditures
ARPA	<ul style="list-style-type: none"> • Epidemiologist (temporary staff 2021-2022) • Electronic Medical Record upgrades • Smartboard and Projector purchases • Mobile COVID-19 Testing Site Costs
CDC PH Workforce	<ul style="list-style-type: none"> • Contact Tracers (after current grant ends) • Emergency Operations Plan review, revision, and training • Strategic Planning Consultant • Paid Intern positions
Immunization COVID Supp	<ul style="list-style-type: none"> • Improved signage for clinics including translated materials • Transportation vouchers • Review and redesign clinic room configurations for future immunization clinics

- | | |
|--|--|
| | <ul style="list-style-type: none">• Clinic supplies (PPE, syringes, digital data loggers, etc.)• FHD Overtime budget for mass clinics |
|--|--|

Recommendation: The Director of Health and Human Services recommends approval of the Division of Public Health Consolidated Contracts for continued COVID-19 mitigation and recovery efforts.

Fiscal Note: Without the additional grant funds above, many of our COVID-19 mitigation and recovery efforts would need to be scaled back as current funding sources expire. These grants allow FHD to continue work on the current pandemic and to help prepare for future public health emergencies.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the acceptance and signing of the Division of Public Health Consolidated Contracts for continued COVID-19 mitigation and recovery efforts.

Health Department: CD

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **47708-3**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

Jeanette Lytle

4CDCF39EDEA44E3
Name: Jeanette Lytle

Title: Jeanette Lytle

9/9/2021

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
FRANKLIN HD
for
2021 DPH Consolidated Contract

DPH Contract No.: 47708-3
Agreement Amount: \$615,300
Agreement Term Period: **10/1/2020 to 12/31/2024**
CARS Pre-Packet No: 19515, 19517, 19519

DHS Division: Division of Public Health
DHS Grant Administrator: Chuck Warzecha
DHS Telephone: 608-266-9780
DHS Email: Charles.Warzecha@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Courtney Day
Grantee Address: 9229 W LOOMIS RD, FRANKLIN,
WI, 53132
Grantee Email: cday@franklinwi.gov

Modification Description: We are adding funding for Immunization COVID Supp3 (Profile 155809), ARPA COVID Recovery (Profile 155811) and Public Health Workforce (Profile 155812). Please see attached Scopes of Work. We are also extending the 2021 DPH Consolidated Base Contract term period out to December 31, 2024. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Grantee

Entity Name: _____

Authorized Representative

Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SUPPLIER DIVERSITY AMENDMENT

The Wisconsin Department of Health Services (DHS) and Grantee agree to the below change to the Agreement. The below Agreement amendment is hereby incorporated by reference into the Agreement and is enforceable as if restated therein in its entirety.

The Agreement is hereby amended by incorporating and adding the following Section:

SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at:
<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

The State of Wisconsin is committed to the promotion of MBEs and DVBS in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBS or by using such enterprises to provide goods and services incidental to this Agreement.

The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBS, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBS, as well as the services and goods they provide, is available at: <https://wisdp.wi.gov/Search.aspx>

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBS.

DHS shall have the right to request any information regarding the use of subcontractors/subgrantees including, but not limited to, MBEs and DVBS. The Grantee shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Grantee shall submit monthly reports of efforts to subcontract/subgrant with MBEs, DVBS, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity PowerForm for submitting these reports can be found on the DHS Compliance Documentation page found here: <https://www.dhs.wisconsin.gov/business/compliance.htm>

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBS, and other diverse entities/suppliers no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov

CARS PAYMENT INFORMATION***DHS CARS STAFF INTERNAL USE ONLY*****CARS PAYMENT INFORMATION**

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement

Agency #	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472787	FRANKLIN HD	460	See Below	See Below	\$615,300

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155809	IMM COVID SUPP 3 CONS	7/1/21-6/30/24	-	\$70,600	\$70,600	N/A
155811	ARPA COVID RECOVER Y FUND	3/1/21-12/31/24	-	\$460,000	\$460,000	N/A
					\$615,300	

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472787	FRANKLIN HD	360	7/1/2021	6/30/2023	\$615,300

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155812	PH WORKFORCE		-	\$84,700	\$84,700	N/A
					\$615,300	

CARS FEDERAL AWARD INFORMATION

DHS Profile Number	155809	155812
FAIN	NH23IP922611	NU90TP922132
Federal Award Date	8/5/2021	5/19/2021
Sub-award period of Performance Start Date	7/1/2021	7/1/2021
Sub-award period of Performance End Date	6/30/2024	6/30/2023
Amount of Federal Funds obligated (committed) by this action	\$70,600	\$84,700
Total Amount of Federal Funds obligated (committed)	\$70,600	\$84,700
Federal Award Project Description	Immunization Cooperative Agreements	Cooperative Agreement for Emergency Response. Public Health Crisis Response-2018
Federal Awarding Agency Name (Department)	Department of Health and Human Services	DHHS-CDC
DHS Awarding Official Name	Julie A Willems Van Dijk	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listing (formerly CFDA) Number	93 268	93.354
Assistance Listing (formerly CFDA) Name	Immunization Cooperative Agreements	Public Health Emergency Response: Cooperative Agreement for Emergency Response. Public Health Crisis Response
Total made available under each Federal award at the time of disbursement	\$130,217,017	\$35,053,171
R&D?	No	No

Indirect Cost Rate	0 07	0 07
---------------------------	------	------

Supplement 4 Local Health and Tribal Health Department Statement of Work

Contacts		Division Program Contact	Program Contact
	Name	TBA	Stephanie Schauer
	Email	TBA	Stephanie.schauer@dhs.wisconsin.gov
	Phone	TBA	608-264-9884

Background

These funds are largely intended to reimburse Local and Tribal Health Departments for expenses related to providing COVID-19 vaccine in an accessible, culturally relevant manner to underserved or under-vaccinated communities (e.g. pop-up clinics, local events). In summary, funded efforts should include addressing barriers and ensuring health equity for COVID-19 vaccination.

Contract Period of Performance:

The grant start date is: July 1, 2021- June 30, 2022

Generalized Funding Statement

Funding to Local or Tribal Health Department is as follows:

- Reimbursement expenses
- Electronic Support

The Local Health Officer, Tribal Leadership, or Public Health Board will receive the contract through the current DHS DocuSign process. By signing the contract amendment, the local or tribal health department is accepting receipt of the funds and signaling their intention to engage in any number of the eligible activities described above. Each jurisdiction can partner with another jurisdiction.

The funds will be allocated through the Community Aids Reporting System (CARS). Expenditure reports will be prepared according to contract monitor instructions and submitted to the contract monitor at the same time expenses are submitted to the DHS CARS unit for payment. Expenses should be reported through the CARS expense reporting process at least monthly. Local health departments will report on CARS profile 155809 and tribal health departments will report on CARS profile 65866. The Expenditure Report form (F-00642) is e-mailed to CARS (dhs600rcars@wi.gov)

Scope of Work Summary

The funds will be used for the purposes of reimbursing Local Health Departments and Tribal Health Clinics to provide COVID-19 vaccine in an accessible, culturally relevant manner to underserved and/or under-vaccinated communities.

Funding will support the following items:

- Staffing for planning and implementing clinics such as:
 - Staffing a call/email center for patients' requests (e.g., sign ups, accommodations for disabilities, managing complaints)
 - Payment for staff time used for vaccination related tasks such as: ordering, storing, and handling vaccine inventory; administering vaccine; providing patient education; and recording doses administered in the Wisconsin Immunization Registry (WIR)
 - Payment for staff time with managing other logistics like managing parking, flow of traffic, patient sign in and screening, etc.
 - Identifying an accessible location for the clinic and working with relevant partners to coordinate the event at that location (e.g., organization that owns the location and

parking sites, ride share companies, volunteer networks, community-based organizations)

- **Communications related to vaccination clinics such as:**
 - Translation services for commonly-used languages for the populations expected to attend
 - Printing services
 - Plain language services
 - Sign language interpreters and caption services
 - Braille translation services
 - Development of culturally-relevant messaging that will resonate with the communities focused on by the vaccination clinic
- **Outreach to communities targeted for vaccination such as:**
 - Communities with limited English-speaking proficiency
 - Under- or uninsured communities
 - Communities with transportation limitations (e.g., lack public, accessible transportation or have mobility limitations)
 - Communities with other inequities in the social determinants of health
 - Formation of partnerships with trusted messengers of the communities focused on by the vaccination clinic
 - Culturally-relevant media campaigns (e.g., radio notices, social media, and flyers about the upcoming vaccination clinic)
- **Site-specific needs and supplies**
 - PPE for staff and for patients
 - Clinic supplies such as tents, signage
 - Appropriate vaccine storage/transport equipment

Reporting Requirements

	Due Date
Submit CARS reports	Monthly
Report summarizing activities supported by the funding	Quarterly

Special Provisions

Be aware that CDC may provide more guidance to states regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.

American Rescue Plan Coronavirus Fiscal Recovery Funding Local and Tribal Health Department Scope of Work

Funding Summary

The American Rescue Plan Act (ARPA) established the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund, which provide a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. CSFRF authorizes States to transfer funds to private nonprofit organizations, Tribal governments, and units of State and local government. The ARPA Treasury Funds coming to Wisconsin are being allocated across many sectors. This particular allocation (\$58.4 million) is intended to support local and tribal health departments to meet their needs related to response and recovery from the COVID-19 pandemic.

Available Funding

From Wisconsin's CSFRF award, the Department of Health Services (DHS) is allocating \$58.4 million directly to local and tribal health departments for expenses incurred from March 3, 2021 through December 31, 2024. The State used a distribution formula that includes a base of \$250,000 per jurisdiction with the remainder distributed by population. A spreadsheet of estimated allocations by jurisdiction is available on PCA Portal.

Funding Purpose

The Fiscal Recovery Funds provide resources to meet and address emergent public health needs, including measures to counter the spread of COVID-19, provision of care to those impacted by the virus, and programs or services that address disparities in public health that have been exacerbated by the pandemic.

- **COVID-19 Mitigation and Prevention**
 - This includes vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance; enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support or prevention, mitigation, or other services in congregate living facilities or schools; ventilation improvements; enhancement of public health data systems; and other public health responses.
 - Examples (provided by WALHDAB) that could be included:
 - Build epidemiological capacity to assist with community health assessments by assessing the impacts of COVID-19 on all community health needs.
 - Expand the CHA/CHIP process to include a focus on preparedness.
 - Health informatics people based capacity
 - Vaccine refrigeration

- EMR purchase
- **Public Health and Safety Staff**
 - This includes payroll and covered benefits expenses for public health department staff to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.
 - This can also include payroll, covered benefits, and other costs associated with rehiring public health staff up to pre-pandemic staffing level of the government.
- **Improving the Design and Execution of Public Health Programs**
 - This includes engaging in planning and analysis to improve programs addressing the COVID-19 pandemic, including through use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.
 - Examples (provided by WALHDAB) that could be included:
 - Communicable Disease: Training public health on general communicable disease follow up in order to quickly shift gears to respond to a pandemic. The pandemic showed us that public health infrastructure has suffered over the years and the need for trained workers to step into contact tracing roles is essential.
- **Addressing Disparities in Public Health Outcomes**
 - Activities are eligible if provided in a Qualified Census Tract (QCT); to families living in QCTs; to populations, households, or geographic areas disproportionately impacted by the pandemic (supported through data); or services provided by Tribal governments.
 - This includes the activities that facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as funding community health workers to help community members access health services and services to address social determinants of health; funding public benefits navigators to assist community members with benefits and services; housing services to support healthy living environments and neighborhoods; remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels among children; and evidence-based community violence intervention programs to prevention violence and mitigate the increase in violence during the pandemic.
 - This also includes promoting healthy childhood environments, such as new or expanded high-quality childcare to provide safe and supportive care for children; home visiting programs to provide structured visits from health, parent educators, and social service professionals; and enhanced services for child welfare-involved families and foster youth to provide support and training.
 - Examples (provided by WALHDAB) that could be included. (Please note that within this category, eligibility is based on the first dot point above):

- Evaluate PH programs, performance measures and agency strategic plans by assessing the impacts of COVID-19 on our programs, performance measures, priorities, goals and strategies.
 - Continue to assess the impact of COVID on our program case load but already know that some have been impacted more than others with an increasing caseload (WIC, STIs). Create one/some PHN or other public health positions to support these programs with service delivery as well as to support COVID surge and other preparedness response activities should our COVID caseloads increase as well.
 - Strategies to address populations and programs most impacted by COVID including such areas as youth mental health, AODA, parenting, elder abuse, childhood immunizations, reproductive health, including a focus on how to impact social determinants of health.
- **Investments in Infrastructure**
 - This includes investment in a broad range of projects to improve drinking water infrastructure (e.g., building or upgrading facilities and transmission, distribution, and storage systems), including replacement of lead service lines.

Allowable Expenses

Eligible uses of this funding must be in response to COVID-19 or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency (as described above) and unduplicated with other funding sources. To assess whether uses would be eligible, health departments should identify an effect of COVID-19 on public health, including immediate effects and/or effects that may manifest over months or years, and assess how the use would respond to or address the identified need.

Payments under this award will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

Payments from the Fiscal Recovery Funds may be used only to cover costs incurred by the local or Tribal government by December 31, 2024.

Unallowable Expenses

Funds may not be used for any of the following:

- Extraordinary payments into pension funds for the purpose of reducing an accrued, unfunded liability incurred prior to the start of the COVID-19 public health emergency and occurs outside the recipient's regular timing for making such payments. This does not include covered benefits that are part of payroll contributions for employee wages and salaries that are otherwise an eligible use of Fiscal Recovery Funds.

- Funds may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements (e.g., to satisfy Medicaid share).
- Funds may not be used to either directly or indirectly offset a reduction in the tax revenue of the jurisdiction resulting from a covered change during the covered period.

Contracting

The funds will be allocated through the Community Aids Reporting System (CARS). Expenses should be reported through the CARS expense reporting process at least monthly. Local health departments will report on CARS profile 155811 and tribal health departments will report on CARS profile 65811.

Eligible costs may be incurred between March 3, 2021 and December 31, 2024. Final CARS expense reports will be due no later than February 28, 2025.

The Local Health Officer, Tribal Leadership, or Public Health Board will receive the contract through the current DHS DocuSign process. By signing the contract amendment, the local or tribal health department is accepting receipt of the funds and signaling their intention to engage in any number of the eligible activities described above. Each jurisdiction can partner with another jurisdiction.

Reporting Requirements

To meet reporting requirements to Treasury, local and tribal health departments will be required to submit the following reports to DHS by the dates specified below.

	Due Date
Submit CARS reports	Monthly
Report summarizing activities supported by the funding	Quarterly

Special Provisions

Be aware that CDC may provide more guidance to states regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.

Contacts

If you have any questions regarding this funding including allowable uses of funding, requests for purchasing of equipment, CARS reporting requirements, or other questions, please send them to Donna Moore at DonnaJ.Moore@wi.gov .

**Local Public Health Agency Contract Objectives
CDC Workforce Development Cooperative Agreement
Budget Period: July 1, 2021 – June 30, 2023**

CDC Workforce Development Contract Overview and Objectives

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and tribal public health agencies (LPHAs) during the performance period from July 1, 2021 to June 30, 2023 with the goal of improving Wisconsin local public health staffing capabilities.

Per federal direction and guidance, DHS anticipates that LPHAs will establish, expand, train, and sustain the LPHA public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. DHS expects public health agencies to use available funding to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs over the performance period, including hiring personnel to build capacity to address LPHA public health priorities deriving from COVID-19.

Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:

- Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
- Temporary or term-limited staff
- Fellows
- Interns
- Contractors or contracted employees

Allowable Costs

Following is a list of allowable and potential employment positions that may be considered, as well as supportive services that may be provided. This list is not exhaustive; DHS encourages recipients to think broadly and target hiring to meet their individual jurisdictional and local needs, as applicable.

1. The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:
 - Professional or clinical staff, including public health physicians and nurses; mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians;
 - Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists;

- School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts;
- Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers;
- Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response; and
- Any other positions as may be required to prevent, prepare for, and respond to COVID-19.

These individuals may be employed by:

- LPHA governments or their fiscal agents;
 - Schools, school boards, school districts, or appropriate entities for providing school-based health care;
 - Nonprofit private or public organizations or community-based organizations with demonstrated expertise in implementing public health programs and established relationships with LPHAs, particularly in medically underserved areas; or
 - Employment agencies, contracted vendors, or other temporary staffing agencies.
2. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce.
 3. Administrative support services necessary to implement activities funded under this section, including travel and training.

Allowable Activities

Following is a list of allowable activities that can be conducted to support the hiring, recruiting, and training of a public health workforce, as well as activities that can be completed by the public health workforce supported with this funding. This list is not exhaustive; DHS encourages recipients to meet their individual jurisdictional and local needs, as applicable.

- Using a variety of mechanisms to expand the public health workforce, including, but not limited to:
 - Forming partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines;

- Establishing partnerships with schools of public health, technical and administrative schools, and social services and social science programs; and
- Using temporary staffing or employment agencies.
- Using recent gap assessments to inform work plan activities and hiring goals. If a gap assessment is not readily available, funds can be used to conduct this activity.
- Using funds to conduct a workforce analysis to determine whether health departments were organized to maximum benefit for the COVID-19 response and how they may want to be reconstituted to prepare for future emergencies.
- Addressing community recovery and resilience needs to respond effectively to the COVID-19 pandemic and other biologic threats, including vaccine-related education.
- Making subawards or contracts to local schools or school districts to support school nurses and school-based health services.
 - LTHDs are strongly encouraged to coordinate with the Wisconsin Department of Public Instruction, as DPI is also receiving an allocation of this grant and implementing a statewide strategy to implement school-based strategies.
- Awarding funds to schools of public health or private or public organizations with demonstrated expertise in implementing public health programs in medically underserved communities.
- Training and education for new and existing staff on topics such as incident management training, especially from a public health perspective and integration with emergency management; health equity issues and working with underserved populations; cultural competency; disease investigations; informatics or data management; or other needs identified by the jurisdiction.
 - This can also include training on incident management or emergency management roles for existing staff in other program areas who may be called upon to support the response.
- Developing, training, and equipping response-ready “strike force” teams capable of deploying rapidly to meet emergent needs.
- Ensuring a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse work force across all levels who are representative of, and have language competence for, the local communities they serve.
- Ensuring the systematic collection of information about the activities, characteristics, and outcomes of programs, including COVID-19 pandemic response efforts, to inform current program decisions, improve program effectiveness, and make decisions about future program development.

Deliverables

- Within 60 days of the date of award in CARS, LPHAs must submit a two-year budget. This award will operate on a two-year budget and performance period. DHS will provide a suggested budget template and further directions. This budget will be submitted to the Partner Communication and Alerting (PCA) Portal.
 - To request access to the PCA Portal, please send an email to: DHSPCAPortal@wi.gov

- Within 60 days of the date of award in CARS, LPHAs must submit work plans that describe their two-year approach for addressing the allowable activities, including procuring sufficient personnel to meet jurisdictional response needs for the COVID-19 pandemic, prioritizing hard-to-reach communities, focusing efforts on diversity, equity, and inclusion in hiring and recruiting workers from the local communities they serve. Recipients do not have to submit a needs assessment but must describe their approach to identifying workforce needs and the necessary skillsets at the state and local levels. DHS will provide a suggested work plan template. LPHAs are not required to use the template but will be required to submit all information included in the work plan template. Work plans will be submitted in the PCA Portal – additional directions will be provided by DHS.
- Progress reports must be submitted by LPHAs every six months. Progress reports must include hiring conducted under the contract. CDC is requiring DHS to report on all staff hired through these funds, including all LPHA positions hired or contracted through this grant. LPHAs will be required to report hiring across the categories of personnel described in the Allowable Costs section of this scope of work. Progress reports will also include measured progress against diversity/equity/inclusion (DEI) metrics determined by DHS and CDC. More information and an optional template for progress reporting will be forthcoming.

Special Provisions

Be aware that CDC may provide more guidance to states regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.

Certificate Of Completion

Envelope Id 94F73BBB28814D96AD8ED05A58E4E97F

Status Sent

Subject **RUSH - Covid-19** MultiProfile - Madison/Dane CO PH - 2021 DPH Consolidated Contract- 47708-3

Source Envelope

Document Pages 17

Signatures 1

Envelope Originator

Certificate Pages 5

Initials 0

Mark Zeihen

AutoNav Enabled

1 West Wilson St

Envelopeld Stamping Enabled

Madison, WI 53703

Time Zone (UTC-06 00) Central Time (US & Canada)

mark zeihen1@dhs.wisconsin.gov

IP Address 165.189.255.43

Record Tracking

Status Original

Holder: Mark Zeihen

Location DocuSign

9/9/2021 1:32:54 PM

mark zeihen1@dhs.wisconsin.gov

Security Appliance Status Connected

Pool StateLocal

Storage Appliance Status Connected

Pool DHS

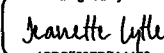
Location DocuSign

Signer Events

Jeanette Lytle

Signature

Jeanette Lytle@dhs.wisconsin.gov

DocuSigned by:

 4CDDCF28EDEA44E3

Jeanette Lytle

Signature Adoption Pre-selected Style

Security Level Email, Account Authentication (None)

Using IP Address 165.189.255.23

Timestamp

Sent 9/9/2021 1:35:11 PM

Viewed 9/9/2021 2:35:45 PM

Signed 9/9/2021 2:36:19 PM

Electronic Record and Signature Disclosure:

Accepted 9/9/2021 2:35:45 PM

ID 665d0078-ae61-43b3-9deb-a254a2cee866

Lauren Gottlieb

LGottlieb@franklinwi.gov

Security Level Email, Account Authentication (None)

Sent 9/9/2021 2:36:21 PM

Viewed 9/9/2021 2:46:25 PM

Electronic Record and Signature Disclosure:

Accepted 9/9/2021 2:46:25 PM

ID 56680b7d-9195-4096-8fa3-1aad03e06a8d

Chuck Warzecha

Charles Warzecha@dhs.wisconsin.gov

Security Level Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

CARS Contracts
DHSCARSContracts@dhs.wisconsin.gov
Wisconsin Department of Health Services
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Yvette A Smith
Yvette.Smith@dhs.wisconsin.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DPH Contracts
DHS.DPHContracts@dhs.wisconsin.gov
DPH Contracts Shared Account
Wisconsin Department of Health Services
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Courtney Day
cday@franklin.wisconsin.gov
Director of Health & Human Services
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted 9/2/2021 11:12:57 AM
ID: 0bb14592-1b89-4d45-92ad-296d0b1af7a3

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent

Payment Events

Electronic Record and Signature Disclosure

Status

COPIED

COPIED

COPIED

COPIED

Signature

Signature

Status

Hashed/Encrypted

Status

Timestamp

Sent 9/9/2021 1:35:11 PM

Sent 9/9/2021 1:35:11 PM

Sent 9/9/2021 1:35:11 PM

Sent 9/9/2021 2:36:21 PM

Viewed 9/9/2021 2:43:04 PM

Timestamp

Timestamp

Timestamps

9/9/2021 1:35:11 PM

Timestamps



ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 5, 2021
Reports & Recommendations	A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 10-FOOT STORM SEWER EASEMENT, UPON LOT 101 OF HIGH VIEW ESTATES ADDITION NO 2 (4818 W. ANITA LANE) (TAX KEY NO. 834-0074-000) (RATTAN SONI AND AMITA SONI, APPLICANTS)	ITEM NO. G.8.

BACKGROUND

Staff received a request to place a fence within a 10-foot wide storm sewer easement straddling the property line between 4818 and 4804 W. Anita Lane. Attached is a letter from property owner that discusses the fence that they would like to install.

The easement has a 12-inch storm sewer at a fairly shallow depth that would not allow proper burial of the posts without damaging the pipe. Staff informed the property owner of the issue and they are agreeable to locate the fence 5-feet off of the property line / centerline of the pipe.

ANALYSIS

Staff is agreeable to the fence in proximity to the pipe if the property owner is fully responsible for repair and/or replacement if the pipe should need to be excavated for maintenance and/or replacement.

The resolution provides that

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2021-_____ a resolution to authorize the installation of a fence within the 10-foot drainage easement, upon lot 101 of High View Estates Addition No 2 (4818 W. Anita Lane) (Tax Key No. 834-0074-000) (Rattan Soni and Amita Soni, applicants)

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE
WITHIN THE 10-FOOT DRAINAGE EASEMENT,
UPON LOT 101 OF HIGH VIEW ESTATES ADDITION NO 2
(4818 W. ANITA LANE)
(TAX KEY NO. 834-0074-000)
(RATTAN SONI AND AMITA SONI, APPLICANTS)

WHEREAS, the High View Estates Addition No 2 Subdivision Plat prohibits the building of structures within the 10-foot "Drainage Easement," described thereon; and

WHEREAS, Rattan Soni and Amita Soni having applied for an installation of a new aluminum, colonial style five-foot-tall fence at their property located at 4818 W. Anita Lane., zoned R-6 Residential, bearing Tax Key No. 834-0074-000, more particularly described as follows:

Lot 101 in High View Estates Subdivision, being a subdivision of part of the Southwest quarter of the Southwest quarter of Section 14, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fence would encroach upon a 10 foot "Storm Sewer Easement" restriction which extends approximately 125.00 feet along the full length of said East side yard lot line; and

WHEREAS, the 10-foot "Storm Sewer Easement" restrictions upon the Final Plat for High View Estates Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request for the encroachment of the 10-foot storm sewer easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property in conjunction with existing and required landscaping on the property and potential interference with the water utility operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Rattan & Amita Soni filed on September 30, 2021, be and the same is hereby authorized and approved and that the "Storm Sewer Easement" restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution 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 the _____ day of _____, 2021, by Alderman _____.

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

To,

09/30/2021

Kyle Baker,
City of Franklin Engineering,
9229 W Loomis Rd, WI.

Dear Mr. Baker,

We are getting a backyard fence installed in our home at 4818 West Anita Ln, Franklin WI.

We have submitted the following documents for fence permit to your department on 09/17/2021:

- 1) Fence permit Application
- 2) Plat of Survey with marked area for the suggested fence
- 3) Fence style picture-Colonial classically styled Aluminum fence
- 4) Diagram of marked area of suggested fence by Milwaukee Fence Finders.

Please note that the fence in the East side of our home that would go in the Storm Easement Pipe, will be offset five (5) feet from the center of the pipe by the fence installer.

I am attaching the revised diagram of the drawing by the fence installer showing the above stated offset five (5) feet from the center of the pipe.

We have been living here in our home since 2004.

I am requesting you to kindly consider the five (5) feet variance to be granted by the board, to allow us to have the backyard fence in our home at 4818 West Anita Lane, per the submitted documents.

Appreciate a favorable response and approval.



Sincerely,

For Rattan Soni & Amita Soni

PH:414-704-3959

E-MAIL: amitasoni20@yahoo.com

CITY OF FRANKLIN BUILDING PERMIT APPLICATION 9229 W. LOOMIS ROAD, FRANKLIN, WI 53132 Phone (414) 425-0084 Fax (414) 425-7513 Application Forms and Handouts can be found at www.franklinwi.gov	Application No. <hr/> Permit No.
--	---

Project Address <u>4818 WEST ANITA LN, FRANKLIN WI</u>	Unit or Suite #	Project/Business Name (if applicable)
---	-----------------	---------------------------------------

Property Owner's Name <u>RATTAN SONI & AMITA SONI</u> <input checked="" type="checkbox"/> Owner resides or will reside at job address	Email Address <u>amitasoni20@yahoo.com</u>
--	---

Mailing Address <u>4818 WEST ANITA LN FRANKLIN</u>	City <u>FRANKLIN</u>	Zip <u>53132</u>	Phone <u>1-414-704-3959</u>
---	-------------------------	---------------------	--------------------------------

Contractor Name <u>Fence Finders LLC</u>	WI DC# / Exp. Date. <u>DC-042100484 4/27/2022</u> WI DCQ# / Exp Date:
---	---

Dwelling Contractor Qualifier Name (1 or 2 family dwellings)	Email Address: <u>info@milwaukeefencefinders.com</u>
---	---

Mailing Address <u>310 Hickory St</u>	City <u>Pewaukee</u>	Zip <u>53072</u>	Phone: <u>414-364-7563</u>
--	-------------------------	---------------------	-------------------------------

Applicant (if other than owner or contractor)	Email Address
---	---------------

Mailing Address	City	Zip	Phone
-----------------	------	-----	-------

Project Type 1 & 2 Family Commercial Industrial Institutional Multi Family - # of Units _____

PERMIT TYPE: *THESE ITEMS HAVE PLAN REVIEW FEES DUE WITH APPLICATION - PLEASE SEE RESPECTIVE HANDOUTS.

<input type="checkbox"/> New (other than 1 & 2 family) <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Demolition <input type="checkbox"/> Building Damage Repair <input type="checkbox"/> Building Move <input type="checkbox"/> Foundation Repair <input type="checkbox"/> Fireplace <input type="checkbox"/> Accessory Building (wood) <input type="checkbox"/> OR Prefab. Storage Encl. (metal, vinyl, resin) (120 sq. ft. or <) Size _____ <input type="checkbox"/> Reroofing <input type="checkbox"/> Complete Tear Off <input type="checkbox"/> Over One Layer - Type of Material _____ <input type="checkbox"/> Residing - Existing Material _____ Replacement Material _____ Additional Project Description: _____	<input checked="" type="checkbox"/> Fence - Type and Height <u>Ornamental, 4'</u> <input type="checkbox"/> Spa/Hot Tub <input type="checkbox"/> On Slab <input type="checkbox"/> On Deck <input type="checkbox"/> Pool <input type="checkbox"/> In Ground <input type="checkbox"/> Above Ground (Ht. above ground) _____ <input type="checkbox"/> Deck <input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Pool <input type="checkbox"/> Occupancy - \$200 plus \$7 Technology Fee <input checked="" type="checkbox"/> Accessory Bldg./Garage (> 120 sq. ft.) Size _____ <input type="checkbox"/> on slab <input type="checkbox"/> Other _____
---	---

Estimate "Net" Total Project Cost: \$ 12,566.32 Estimate Total Project Cost. \$ 12,566.32
 ("Net" excludes cost for Plumbing/Electrical/HVAC work)

Cautionary Statement To Owners Obtaining Building Permits

101.65(1r) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that: If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur: (a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit. (b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code or an ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

CONTACT PERSON (print) <u>AMITA SONI</u>	PHONE <u>1-414-704-3959</u>
APPLICANT'S SIGNATURE <u>A Soni</u>	DATE <u>09-17-2021</u>

-FAILURE TO OBTAIN PERMIT PRIOR TO STARTING WORK
 FIRST OFFENSE TRIPLE FEES, SUBSEQUENT OFFENSES QUADRUPLE FEES
 SEPARATE PERMITS REQUIRED FOR PLUMBING, ELECTRICAL AND HVAC

METROPOLITAN ENGINEERING, INC. ENGINEERS - LAND SURVEYORS

20875 CROSSROADS CIRCLE, SUITE 150 WAUKESHA, WI 53186
(414) 782-2221 FAX 782-4426

PLAT OF SURVEY

MODEL

PREPARED FOR: PULTE HOME CORPORATION

LOCATION: 4918 Anita Lane, Franklin, Wisconsin

LEGAL DESCRIPTION: Lot 101 in HIGH VIEW ESTATES ADDN. NO. 2 being a part of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 14, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin.

September 6, 1995 (Drawing Only)
September 25, 1995 (Staked)
June 24, 1997 (Restake)
July 24, 1997 (Driveway Revised)

Survey No. 950590

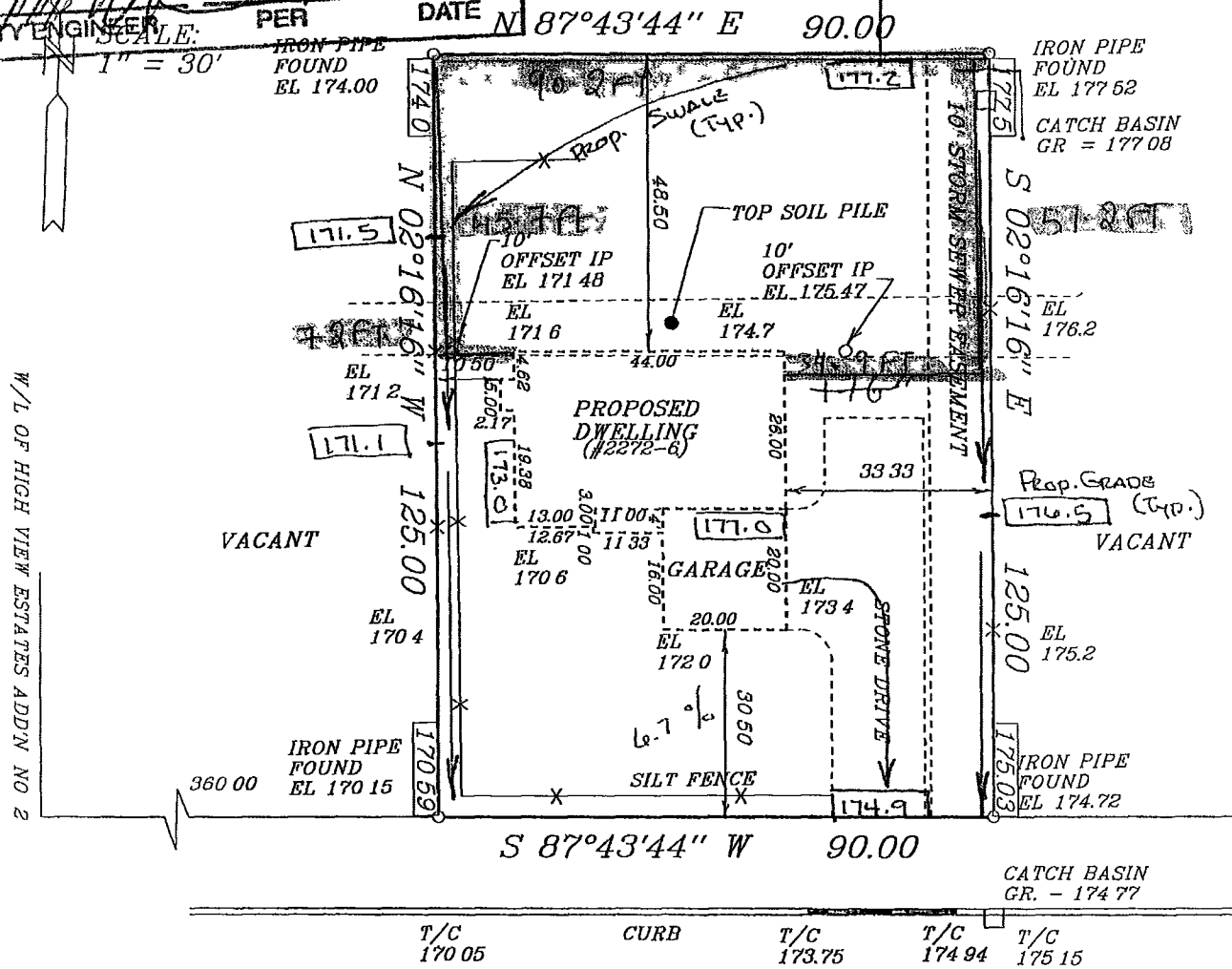
APPROVED

Bldg. Grade West = 173.00
FINISHED GRADE ELEVATION - 177.00
Bldg. Grade East -
AT 1st FLOOR CITY OF FRANKLIN DATUM

WMB: 8-5-97

CITY ENGINEER PER DATE

HOUSE STAKED ACTUAL SIZE
PROP. FIN. YRD. GRD. - 173.0/177.0
PROP. 1st FLOOR EL. - 178.6
PROP. TOP OF FOUNDATION - 177.7
PROP. TOP OF FOOTING - 169.8
(PROPOSED GRADES SHOWN ON THIS DRAWING IS A SUGGESTED GRADE AND SHOULD BE VARIFIED BY THE OWNER AND/OR THE BUILDER)



T/C	CURB	T/C	T/C	T/C
170.05		173.75	174.94	175.15



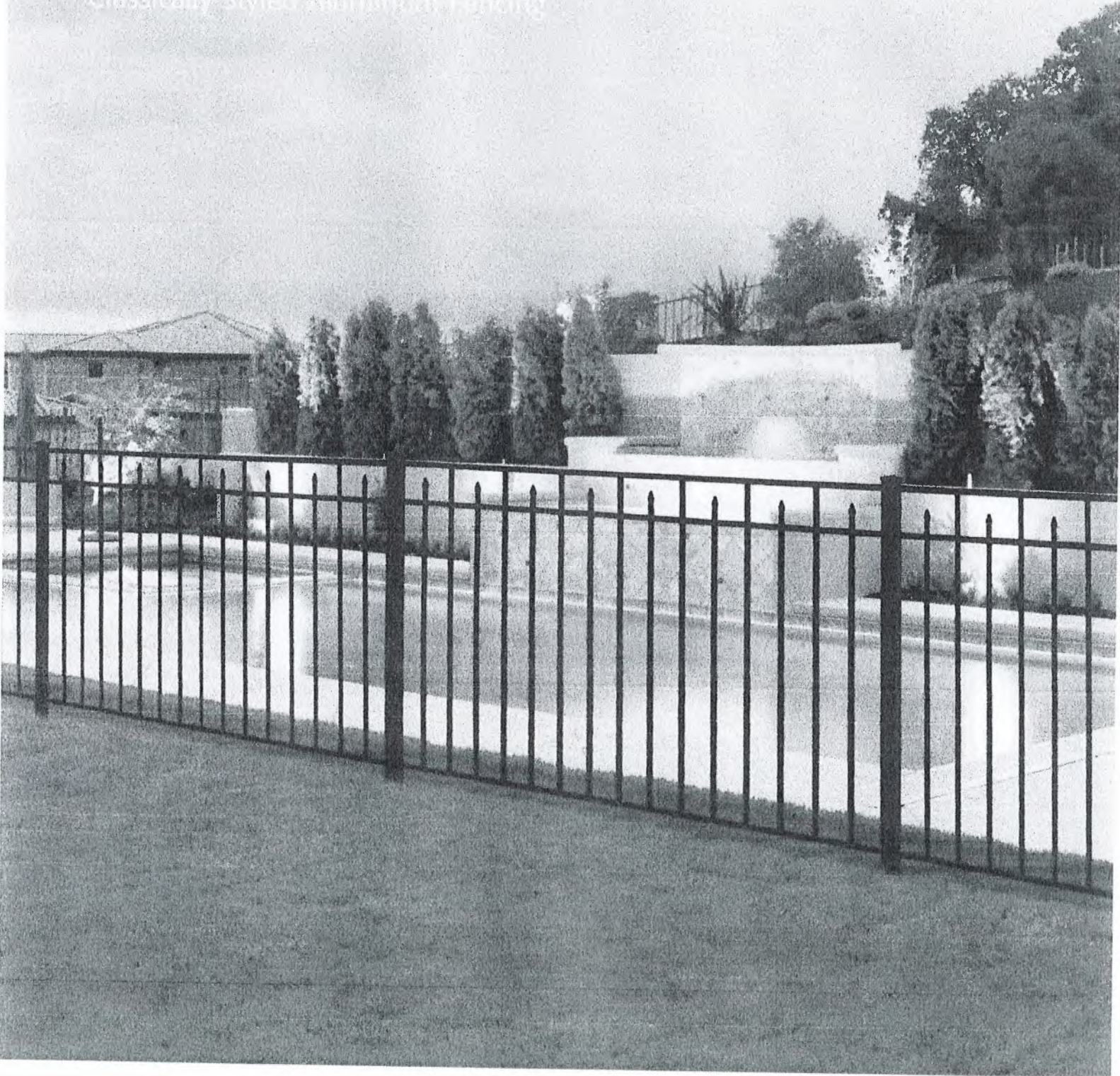
A Tradition of Fencing Solutions

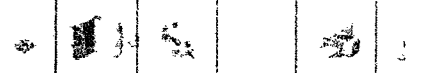
Colonial Aluminum[®]



Colonial
ALUMINUM[®]

Classically Styled Aluminum Fencing





Map Search



Lot 88 96.00'

Lot 89 96.00'

90.00'

Lot 101

Lot 102

125.00'

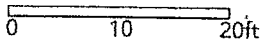
125.00'

0074 000

Taxkey Prefix: 834

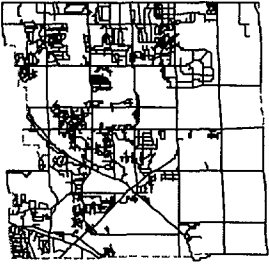
4818

90.00'



Franklin Public Property Viewer

Overview Map



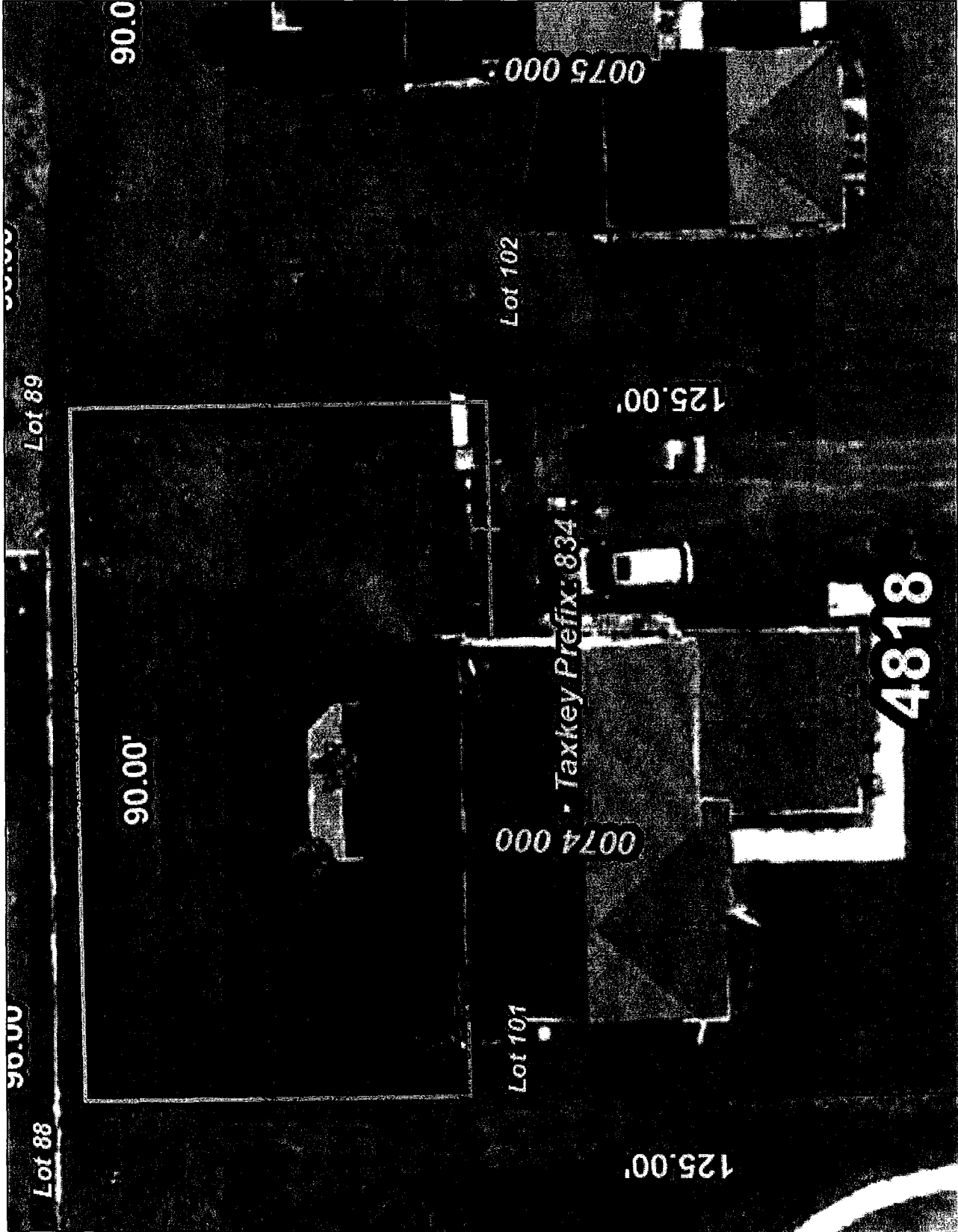
- Aldermanic District
- Building
- City Boundary
- Condo
- CSM
- Easement
- Elementary District
- Environmental Corridor
- FEMA DFIRM Flood - Zone A
- FEMA DFIRM Flood - Zone AE
- FEMA - 0.2% Annual Chance
- Parcel
- Park
- Pavement
- County or State Hwy
- Local Road
- Road Right-of-Way
- School District
- Wetland

- Zoning Districts**
- A-1
- A-2
- B-1
- B-2
- B-3
- B-4
- B-5
- B-6
- B-7
- BP
- CC
- C-1
- FC
- R-2
- R-3
- R-3E
- R-4
- R-5
- R-6
- R-7
- R-8
- RC-1
- VB
- VR
- R-1
- R-1E

Legend includes all layers even if they are not visible in the map

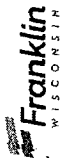


Map Printed 9/29/2021



(C) Source Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys, or other documents. The City of Franklin assumes no liability for any damages or loss resulting from the use or misuse of the maps and information offered through this Site. The maps and information provided here may have been compiled from various state, county, municipal, and private sources, and are not intended to be used for a wide variety of purposes. Therefore, the City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of this information. The City of Franklin makes every attempt to provide accurate, complete, and up-to-date information. It shall not be held liable for any omissions or errors, or for any discrepancies between the information it accesses and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.



9229 W Loomis Rd Franklin WI 53132
www.franklinwi.gov

Blank Page

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 5, 2021
Reports & Recommendations	RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT AND A STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE (USH 45 / STH 100) FROM W. RAWSON AVENUE (CTH BB) TO W. COLLEGE AVENUE IN THE AMOUNT OF \$188,330	ITEM NO. G.9.

BACKGROUND

Wisconsin Department of Transportation (WISDOT) is planning a project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue circa 2024 or 2025. This item was discussed at the Common Council on July 21, 2020 and again on August 18, 2020. Staff was instructed to send the attached letter to WISDOT stating preferences for various design elements. WISDOT is progressing on the design and has a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement ready for execution.

ANALYSIS

The attached agreements commit Franklin to pay for and maintain participating elements in their project that includes ladder style crosswalks, bicycle markings, lighting improvements, and a sidewalk/shared path.

OPTIONS

Execute agreements as previously requested.

FISCAL NOTE

The total project is expected to cost over \$7 million and Franklin's portion is estimated to be \$188,330. This expenditure is expected to occur when billed in 2024 or 2025.

RECOMMENDATION

Motion to adopt Resolution 2021-_____ a resolution to execute State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for improvements related to a Wisconsin Department of Transportation project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue in the amount of \$188,330.

Engineering Department: GEM

DATE: October 15, 2020

TO: Doug Cain, WisDOT Project Manager

COPY: Alderman John Nelson
Stephen R. Olson, Mayor
Kevin Schlueter- Street Superintendent

FROM: Glen E. Morrow, PE- City Engineer, Director of Public Works, & Utility Manager

SUBJECT: Franklin preferences for S. Lovers Lane (U.S 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue

The following questions were considered by the Franklin Common Council and below are their answers:

1. Question: Does Franklin want crosswalks marked anywhere outside of the Speedway Signal? Answer: No additional crosswalks are needed.
2. Question: Does Franklin want ladder style crosswalks? Answer: Upgrades to the crosswalk markings are needed.
3. Question: Does Franklin want bicycle lanes marked? Answer: Upgrades to the bicycle markings are needed.
4. Question: Does Franklin want street lighting in this area? Answer: Include a full lighting package from W. College Avenue to W. Rawson Avenue Street lighting.
5. Question: Should there be a sidewalk/shared use path. Answer: A sidewalk and shared use path be incorporated in this project.
6. Question: Does Franklin want to use CSS funds? Answer: Upgrades to the lighting system may be paid for from the context-sensitive solution funds.
7. Question: What is the preference to design for the frontage road along S. Lovers Lane (U.S 45 / STH 100) from W. Herda Place to S. Phyllis Lane? Answer: Design one-way, north bound.



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: August 24, 2021
ID: 2040-14-70
Road Name: USH 45/STH100 (Lovers Lane)
Limits: Loomis Road to College Avenue
County: Milwaukee

The signatory **City of Franklin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 2040-14-70

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 2040-14-70. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the **City of Franklin** (Please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (Please sign in blue ink)

Name Brian Roper

Title WisDOT SE Region Maintenance Chief

Signature

Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the

Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.

2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersection of USH 45 and Speedway Drive
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
 - (d) Detention Pond located at the northwest corner of Rawson Avenue and USH 45 / STH 100 (Lovers Lane).
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands along USH 45/STH 100 (Lovers Lane).
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames, repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes.
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system along USH 45/STH 100 (Lovers Lane).
 1. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings. The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)). Under separate agreement
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no

parking signs, wayfinding signs, etc.). The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)) Under separate agreement.

(i) Maintain and accept responsibility for the following as applicable to this agreement:

1. Special Funding: Maintain all aesthetics requested by the Municipality as funded using any State or Federal special funds (Community Sensitive Solutions) upon the addition of such amenities.
 1. Decorative street lighting including but not limited to poles, arms, bases and luminaires
 2. Curb & gutter: surface repair
 3. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
 4. Landscaping: removal and replacement of dead plant material, pruning, watering.

4. The Municipality, within the specified limits, agrees to:

(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

(c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 2040-14-70, the Municipality will assume all afore mentioned maintenance responsibilities.



**1st Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE-LET
HIGHWAY PROJECT**

This agreement supersedes the agreement signed by the Municipality on May 21, 26 & June 2, 2015 and signed by the State on June 16, 2015.

Date: August 24, 2021
 I D.: 2040-14-00/20/70
 Road Name: USH 45/STH 100
 Title: Lovers Lane
 Limits: Rawson Avenue to College Avenue
 County: Milwaukee
 Roadway Length: 1.0 Miles

The signatory **City of Franklin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request Improvement

Proposed Improvement - Nature of work: As determined by project scoping

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan)

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost		Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering						
Plan Development	\$ 2,200,000		\$ 2,200,000	100%	\$ -	0%
Real Estate Acquisition						
Acquisition	\$ 3,900,000		\$ 3,900,000	100%	\$ -	0%
Compensable Utilities	\$ -		\$ -	0%	\$ -	100%
¹ Construction						
Participating	\$ -		\$ -	100%	\$ -	0%
New Sidewalk	\$ 400,000		\$ 400,000	100%	\$ -	0%
² New lighting with CSS	\$ 530,000	standard	\$ 183,330	50%/LS	\$ 183,330	50%/BAL
	\$ -	decorative	\$ 371,500	MAX		BAL
Non-Participating	\$ 5,000		\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 7,035,000		\$ 7,054,830		\$ 188,330	

¹ Estimates include construction engineering

² CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 21, 2015. This CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the CSS commitment preceded the enactment of Act 55, CSS costs are allowed on this project.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Franklin (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- 4 As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5 If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project
- 6 The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
- (a) Funding for preliminary engineering for a connecting highway 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for sidewalks on NHS route, is funded 100% State
 - (f) Funding for lighting, 50% State, 50% Municipality.

(g) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$371,500. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS funds will be used for decorative lighting. CSS maximum approved with previously signed SMA on May 21, 2015.

(h) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

(SEAL)

By: _____
Sandra L. Wesolowski, City Clerk

Provisions have been made to pay the liability that will accrue under this contract.

By: _____
Paul Rotzenberg, Dir. of Finance & Treasurer

Approved as to form _____, 2021

Jesse A. Wesolowski, City Attorney

BLANK PAGE

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10/5/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization of an Annual Maintenance Repair Specifications Work Order with Regard to City of Franklin Facilities, with Industrial Roofing Services, Inc. (IRS)</p>	<p>ITEM NUMBER</p> <p>G.10.</p>

BACKGROUND

The City of Franklin owns and operates numerous facilities. Due to the age and condition of the facilities, as well as the critical functions those buildings support, it is extremely important to have a facilities plan. Strong facilities plans detail the current state of all facilities as well as identify ongoing maintenance needs and future capital improvements to ensure the viability of the facilities and associated infrastructure. In addition, facilities plans must include a strategy for action.

Industrial Roofing Services, Inc. (IRS) was hired by the City in the spring of 2020 to complete a facilities survey to establish a baseline and determine immediate, mid-term, and long-term actions needed to ensure the viability of City facilities and the associated infrastructure. The results of this survey were presented to staff in time to include funding in the 2021 Budget for both maintenance and capital needs.

As part of the kick-off for this initiative, staff from each applicable department has received a copy of the report and met with IRS to review the needs for its facilities and associated infrastructure.

ANALYSIS

The attached proposed Annual Maintenance Repair Specifications Work Order outlines the role that IRS will fill in assisting the City in maintaining its facilities and associated infrastructure. Specifically, IRS will be partnering with the City, working on its behalf to: (1) scope the work needed; (2) obtain competitive pricing for all non-public bid items, whenever possible, and assist with public bidding under Wisconsin State Statutes § 62.15, when required; and (3) manage the contractors performing the work to ensure professional, appropriate workmanship.

This new partnership will strengthen the longevity of the City's facilities and associated infrastructure as well as lessen the burden for these matters from City staff. The Director of Administration, in concert with all Department Heads, will manage the work of IRS and management of budget funds.

The Annual Maintenance Repair Specifications Work Order includes estimated pricing to accomplish each needed repair/improvement, along with an estimated fee to be paid to IRS. This proposed fee is very reasonable for a number of reasons: (1) the City does not have personnel on staff with the expertise that IRS offers; (2) City staff does not have available time to research, obtain competitive

pricing, and contract with and manage each contractor to perform the work; and (3) the margin requested is in line with industry standards.

In addition to the Annual Maintenance Repair Specifications Work Order, staff is recommending that the City contract with IRS to manage the capital needs related to its facilities and associated infrastructure. The role that IRS will fill in this regard will match the role it fills with the maintenance activities; however, the pricing structure will be different. It will be based on a percentage of the project, typically 7%, based on the specific projects.

RECOMMENDATION

Staff recommends that the Common Council approve the recommended 2021-2022 Annual Maintenance Repair Specifications Work Order, with regard to the City of Franklin facilities and associated infrastructure, with Industrial Roofing Services, Inc.

COUNCIL ACTION REQUESTED

Motion to authorize a 2021-2022 Annual Maintenance Repair Specifications Work Order with regard to City of Franklin facilities and associated infrastructure, with Industrial Roofing Services, Inc.; and to authorize the Director of Administration to execute the appropriate related agreement as needed.

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, placed above a technical cross-section drawing of a roof edge. The drawing shows the roof's structure, including the eave, gutter, and underlying layers, with various hatching and lines indicating different materials and components.

Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone (262) 432-0500
Fax (262) 432-0504
www.irsroof.com

Proposal for
ANNUAL MAINTENANCE REPAIR SPECIFICATIONS
Of
MULTIPLE SITES PER ATTACHED LIST

Submitted by

KEITH A DIPPEL

Prepared for

Ms Peggy Steeno

City of Franklin
9229 W Loomis Road
Franklin, WI 53132

August 30, 2021

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters 'IRS' in a bold, sans-serif font, with a stylized graphic of a roof structure to its right.

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

August 30, 2021

Ms Peggy Steeno
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

SUBJECT: Proposal for an Annual Maintenance Repair Specifications of the Roof, Hardscape, and Exterior Systems at Multiple Sites per Attached List, located in Franklin, WI.

Dear Ms Steeno

Industrial Roofing Services, Inc is pleased to submit the following proposal to develop an Annual Maintenance Repair Specification (AMRS) for Multiple Sites per Attached List. The AMRS provides management with a detailed, documented scope of work to execute required maintenance procedures. The AMRS can be made available to selected contractors via the IRS website to facilitate competitive bidding of the identified deficiencies. A repair scope shall be created by discipline (Roof, Exteriors, Hardscape) and bid to a group of contractors appropriate for each trade. Contractor shall submit bids directly to the City of Franklin.

The Annual Maintenance Repair Specification developed by IRS shall include the following:

- ◆ Unique deficiencies recommended for preventative maintenance will be identified and located on a CAD drawing
- ◆ Each unique deficiency identified on the CAD drawing will be documented with a photograph
- ◆ A written scope of work will be created for identified deficiencies describing the repairs to be performed
- ◆ Acceptable manufacturers and materials will be listed if the deficiencies occur on a warranted surface, but are deemed beyond the scope of the warranty. All deficiencies on warranted roof systems deemed to be covered under the warranty obligation will be identified separately for resolution with the issuer of the warranty.
- ◆ The scope of work for each repair will describe the proper methods to be utilized in effecting the repairs.
- ◆ The Annual Maintenance Repair Specifications, photographs and CAD drawing, locating each deficiency will be provided for your records. The AMRS allows selected contractors to competitively bid the work. A copy of the AMRS will be available to selected or assigned contractors via IRS website's secure contractor's login.

Ms Steeno
August 30, 2021
Page 2

FEES

Industrial Roofing Services, Inc shall provide the above-described services for the lump sum fee of twenty-five thousand dollars (\$25,000 00)

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc
13000 West Silver Spring Drive
Butler, WI 53007
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC

Keith A. Dippel

Keith A Dippel
President

akp

Acknowledged by:

Name Title Date: _____

**AMRS REPAIR LIST BY FACILITY
 &
 ESTIMATED BUDGETS FOR EACH**

<u>Site Name</u>	<u>Site Address</u>	<u>Estimated Repair Cost</u>
Roofs		
Public Library	9151 W Loomis Road	\$28,300
Police Dept	9229 West Loomis Road	\$ 9,800
	<i>Contingency</i>	\$ 5,000
Hardscape		
Public Library	9151 W Loomis Road	\$20,800
Police Dept	9229 West Loomis Road	\$12,250
Fire Station 1	8901 West Drexel Avenue	\$13,550
Fire Station 2	9911 South 60th Street	\$ 9,550
Fire Station 3	4755 West Drexel Avenue	\$25,900
Ken Windl	11615 West Rawson Avenue	\$ 6,800
Lions Legend	8050 Legend Drive Lions	\$12,600
Vernon Barg	8717 W Drexel Ave Lions	\$14,300
City Hall	9229 W Loomis Road	\$28,000
	<i>Contingency</i>	\$18,000
Exteriors		
City Hall	9229 W Loomis Road	\$10,200
Police Dept	9229 West Loomis Road	\$12,250
Fire Station 1 – Overhead Doors	8901 West Drexel Avenue	\$25,000
Fire Station 2	9911 South 60th Street	\$16,650
Fire Station 3	4755 West Drexel Avenue	\$ 5,900
	<i>Contingency</i>	\$15,000
TOTAL		\$289,850.00
	<i>IRS Fees</i>	\$25,000 00
TOTAL + IRS Fees		\$314,850.00

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Oct 5, 2021
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$7,190 OF APPROPRIATIONS FOR THE UPDATE OF THE UNIFIED DEVELOPMENT ORDINANCE REWRITE PROJECT	ITEM NUMBER G.11.

Background

On June 1, 2021 the Council authorized a contract with Houseal Lavigne Associates, LLC to assist in the rewrite of the Unified Development Ordinance. This authorization was made using \$7,190 of the Capital Outlay Contingency appropriations.

Analysis

Recommendation

The Director of Finance & Treasurer recommends adopting the proposed budget amendment that moves \$7,190 of Capital Outlay Contingency appropriations to the Planning Dept Capital appropriations. This will fully fund the project in the Planning Dept Capital Outlay budget

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2020-2453, an Ordinance adopting the 2021 annual budgets for the Capital Outlay Fund to provide \$7,190 of appropriations for the update of the Unified Development Ordinance rewrite project

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021 _____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$7,190 OF APPROPRIATIONS FOR THE UPDATE OF THE UNIFIED DEVELOPMENT ORDINANCE REWRITE PROJECT

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

WHEREAS; on June 1, 2021 the Council authorized a contract to update the Unified Development Ordinance using \$7,190 of Capital Outlay Contingency appropriations;

WHEREAS transferring Contingency appropriations to Planning Department Capital Purchases in the Capital Outlay Fund is warranted given the contracts letting.

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

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

Contingency	Decrease	\$7,190
Planning – Capital Expenditure	Increase	\$7,190

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this ordinance on the city’s web site.

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>ll</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">June 1, 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REQUEST AUTHORIZATION TO APPROVE AGREEMENT FOR PROFESSIONAL SERVICES WITH HOUSEAL LAVIGNE ASSOCIATES LLC FOR THE UNIFIED DEVELOPMENT ORDINANCE REWRITE PROJECT.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

BACKGROUND

At the March 2, 2021 meeting, Council authorized staff to issue a Request for Proposals (RFP) and develop a recommendation for a consultant and contract

Staff prepared a RFP which was posted at three locations City of Franklin website, the League of Wisconsin Municipalities website, and the Wisconsin Chapter of the American Planning Association website Staff formed a UDO Rewrite Proposal Review Committee (Committee) to review the submitted proposals

Following the initial reviews by Committee members, it was determined that two consultant teams would be requested to make a presentation and have an interview with the Committee The two teams were Goth/CiviTek Consulting (presentation/interview on May 7th) and Houseal Lavigne/Birchline Planning (presentation/interview on May 11th) The Proposal Review Committee interviewed the two candidates, and recommended the consultant team of Houseal Lavigne/Birchline Planning to the Plan Commission

PLAN COMMISSION RECOMMENDATION

At their May 20, 2021 meeting, the Plan Commission reviewed the finalists' proposals and considered the Committee recommendation, and selected the consultant team Houseal Lavigne Associates LLC/Birchline Planning LLC as the consultant and recommends the Council approve a contract for professional services

TERM OF CONTRACT

The Agreement assumes a total term of 22 months from date of the executed Agreement

FISCAL NOTE

The Agreement includes a total not-to-exceed budget of \$174,255 This funding will come from the following sources Planning Capital Outlay budget line of \$150,000 for this project, along with \$17,065 from the CORP update budgeted for this year but not able to be used (and will be requested in the 2022 Budget), and \$7,190 from the available contingency line in the Capital Outlay Fund

COUNCIL ACTION REQUESTED

Staff requests Common Council approval of the "Agreement Between the City of Franklin and Houseal Lavigne Associates LLC" for the professional services contact for the Unified Development Ordinance rewrite

Blank Page

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Oct 5, 2021
REPORTS & RECOMMENDATIONS	RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS PURSUANT TO SECTION 66.0607 WISCONSIN STATUTES	ITEM NUMBER G.12.

Background

US Bank NA is our banking depository. The City of Franklin has four accounts there.

General Checking

Property Tax Money Market Checking

Special Clearances Checking

Payroll Checking

City policy required three signatures on all checks:

- . The Mayor or Common Council President
- . The Clerk or Deputy Clerk
- . The Treasurer or Deputy Treasurer.

The recent change in Common Council president necessitates a change in the notice to our depository bank of the authorized signatories on the accounts.

Recommendation

That the signatures on the attached resolution be the authorized signors on the US Bank accounts.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2021-_____ Designating signatures for checks and orders pursuant to section 66.0607 Wisconsin Statutes.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021-_____

RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS PURSUANT
TO SECTION 66.0607 WISCONSIN STATUTES

WHEREAS, US Bank, N.A. is designated as a public depository for the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that withdrawal or disbursement from the above named depository shall be by checks or orders as provided in Section 66.0607 of the Wisconsin Statutes; that in accordance with, all checks and orders shall have three signatures. The Mayor or Acting Mayor, the Director of Finance and Treasurer or Deputy Treasurer and the City Clerk or Deputy City Clerk shall be the three signatures and shall be so honored, and

BE IT FURTHER RESOLVED that in lieu of their personal signatures, the following facsimile signatures, which have been adopted by them, as below shown, may be affixed on such checks and orders; that the above named depository shall be fully warranted and protected in making payment on any check or order bearing such facsimile notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

TITLE/NAME/SIGNATURE:

FACSIMILE
SIGNATURE

Mayor Stephen R Olson

City Clerk, Sandra L. Wesolowski

Director of Finance & Treasurer Paul A. Rotzenberg

Shari Hanneman, Common Council President when Acting Mayor

Deputy City Clerk, Shirley Roberts

Deputy Treasurer, Rosanne Zimmerman

BE IT FURTHER RESOLVED that the City Clerk of the City of Franklin is hereby authorized and directed to certify to these Public Depositories the foregoing resolution and that the provisions thereof are in conformity with the Articles of Incorporation and Bylaws of the City of Franklin and to certify to these Public Depositories the names of the persons now holding the offices of Mayor, Acting Mayor, Director of Finance & Treasurer, Deputy Treasurer, City Clerk and Deputy City Clerk and any changes thereafter in the persons holding said offices together with specimens of the signature of such present and future officers, and

BE IT FURTHER RESOLVED that the authority granted to the named officers of the City of Franklin shall continue in full force and effect and these Public Depositories may rely thereon in dealing with such officers, unless and until written notice of any change in or revocation of such authority shall be delivered to these Public Depositories by an officer or director of the City of Franklin, and any action taken by said officers and relied on by these Public Depositories pursuant to the authority granted herein to its receipt of such written notice shall be fully and conclusively binding on the City of Franklin, and.

BE IT FURTHER RESOLVED that these resolutions shall be in effect on October 7, 2021 and continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank, and

BE IT FINALLY RESOLVED that any and all transactions by or on the behalf of the depositor with the Bank prior to the adoption of this resolution be, and the same hereby are, in all respects ratified, approved and confirmed.

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

Passed and adopted by the Common Council of the City of Franklin this ___ day of _____, 2021.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Blank Page

<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Oct 5, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>August, 2021 Monthly Financial Report</p>	<p>ITEM NUMBER G.13.</p>
<p><u>Background</u></p> <p>The August, 2021 Financial Report is attached.</p> <p>The Director of Finance & Treasurer will be available to answer any questions.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Receive and place on file.</p>		

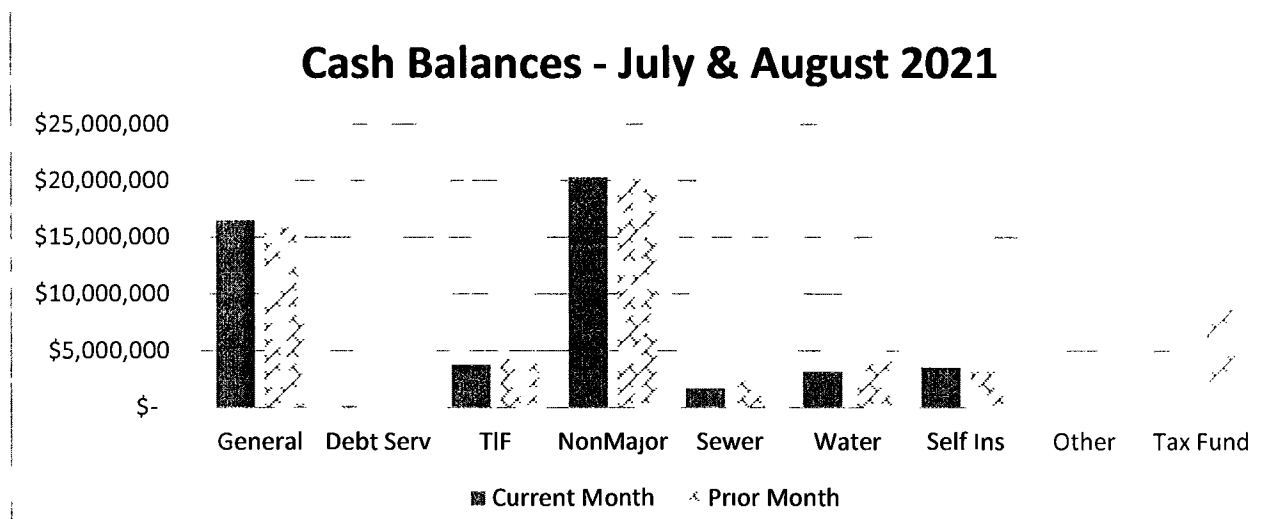


Date Sept 20, 2021
 To Mayor Olson, Common Council and Finance Committee Members
 From Paul Rotzenberg, Director of Finance & Treasurer
 Subject August 2021 Financial Report

The August, 2021 financial reports for the General Fund, Debt Service Fund, TID Funds, American Rescue Plan, 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 Original Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

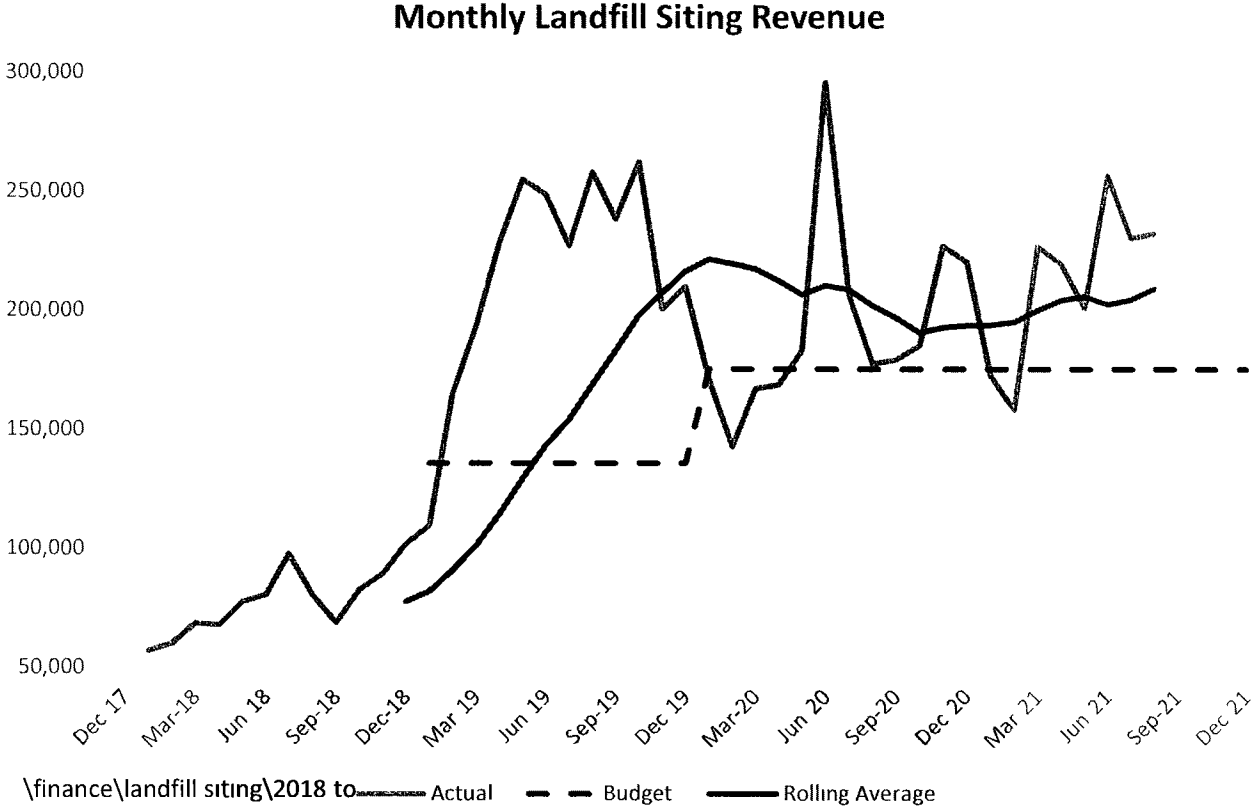
Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds totaling \$40.7 million decreased \$183,000 since last month. The biggest decline was in General Fund supporting labor costs.



The large decline in Tax Fund balances represent the final settlement of the 2020 tax roll collection

Investment balances have been reduced at Institutional Capital Management. As the returns on short term investments have declined, Certificates of Deposit have become more attractive. Our relationship with American Deposit Management has provided the tool to tap the bank CD market. However, in anticipation that the yield curve will steepen, CD's have been limited to 24 months or less.

Landfill Siting Resources – are spread across multiple capital funds and the General Fund. This resource is currently performing approximately 19% better than the \$2.1 million budget. Aug's receipt (collected in Sept) will be \$232,000 (compared to \$177,000 in Aug 2020). The current annualized run rate is \$2.5 million. The accompanying chart illustrates the current trend. Most of this resource is credited to the Capital funds. Resources in excess of budget will be evenly credited to Equipment Replacement and Street Improvement Funds absent other direction.



GENERAL FUND revenues of \$24.8 million are \$430,600 over budget. Tax collections were a little faster this year than prior years.

Ambulance resources are rather strong this year (\$73,000 over budget). Investment income was \$172,000 less than budget with continued very low rates of return.

July 2021
Financial report

Year to Date expenditures of \$17.4 million are \$831,000 under spent. Delays in hiring and legal costs are holding Gen Government under budget. Police vacancies early in the year now nearly filled, but the under spending will stay with us. Salt orders pushed Public Works over budget.

A \$7.4 million surplus is \$1.3 million favorable to budget – some excess resources and some under spending.

DEBT SERVICE – Debt payments were made March 1 as required.

TIF Districts – The TID's collected the \$3.7 million increment in January as expected. Debt service represents the bulk of the activity in the TID's so far this year.

TID 3 – The 2021 increment was collected and State shared revenue received. The TID retired \$965,000 of debt along with \$1,050,000 Municipal Revenue Obligation. The TID has a \$912,000 fund balance. TID3 has \$1,375,000 of debt outstanding.

TID 4 – The \$1.1 million 2021 increment was collected as was \$86,000 in State Shared revenue. \$1.2 million of Advances were repaid. There are \$831,000 of contractor payments still due. The TID has a \$416,000 deficit related to the \$1.3 remaining Advance outstanding. The TID does have \$830,000 of encumbrances that will likely get paid in 2021, raising the deficit back to the interfund advance.

TID 5 – The \$648,000 2021 Increment was collected. \$650,000 of debt service was paid. The TID has an \$483,000 fund balance related to capitalized interest. There is \$27.5 million of outstanding debt related to this TID.

TID 6 – There is no 2021 Increment. \$253,000 of debt service was made from capitalized interest. The TID has a \$31,000 fund balance. The TID has \$9.4 million in outstanding debt.

TID 7 – There is little activity in TID7 at this time. The \$1.2 million deficit represents the \$1.5 million advance to partially fund the developer mortgage. The TID has \$6.6 million in outstanding Debt and Advances.

TID 8 – There is no development activity in TID8 at this time.

AMERICAN RESCUE PLAN – a Federal grant related to the Pandemic. This is the first half of the grant which was received in June 2021. The second payment will occur in June 2022.

No spending has occurred as yet.

SOLID WASTE FUND – Tippage resources are running stronger than budget and prior years. 2020 missed the December tippage resource which ended up in January 2021. That is part of the reason for the overage. Other activity is occurring as budgeted.

CAPITAL OUTLAY FUND – Resources are as expected.

The Police have ordered several squads, and Highway has ordered much of the equipment budgeted for 2021.

EQUIPMENT REPLACEMENT FUND – Resources are as expected so far in 2021

The Fire department has ordered the radios planned for 2021. The highway department has begun the snow plow orders.

STREET IMPROVEMENT FUND – Intergovernmental resources get released over four payments, the last in November.

The 2021 street improvement program has been awarded for less than budget. The Highway Dept is charging various supply costs to this program as they related to streets involved in the program.

CAPITAL IMPROVEMENT FUND – MMSD has finally paid the 2019 Grant for the Rawson Homes project.

Expenditures relate to projects started in 2020, most significantly, Marquette Ave construction. Most of the spending relates to contract commitments, with cash disbursements yet to occur.

A project listing is also attached.

DEVELOPMENT FUND – The \$417,000 of resources relate to new housing starts in Aspen Woods and Ryan Wood Manor.

Transfers to Debt Service account for all the use of Law Enforcement resources. While the park expenditures relate to commitments to developers on new subdivisions as well as 2021 qualifying park expenditures.

UTILITY DEVELOPMENT FUND – There has been little activity in this fund in 2021.

SELF INSURANCE FUND – Resources are as expected.

The \$1.87 million of claims are close to budget, but 30% more than 2020. Stop Loss recoveries have reduced the net claims costs.

The fund generated a \$81,000 surplus this year compared to a \$683,000 surplus last year.

The fund has a healthy \$3.3 million fund balance.

RETIREE HEALTH FUND – Benefit payments of \$267,000 are 24% greater than 2020 thru Aug. Still the fund is generating an underwriting surplus, which is not typically expected given the demographics of the covered group.

Investment results have been stellar, with a \$1 million gain (net of \$47,000 of internal management fees), compared to a \$168,000 gain in 2020. Total Trust assets are 30% greater than 2020 at this time. Markets are volatile, so put investment results into perspective with a longer view.

**City of Franklin
Cash & Investments Summary
August 31, 2021**

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ (1,050,507)	\$ 12,068,017	\$ 2,171,214	\$ 3,287,529	\$ 16,476,254	\$ 15,854,169
Debt Service Funds	(53,032)	198,052	-	-	145,019	204,897
TIF Districts	41,460	3,742,096	-	-	3,783,556	4,253,075
Nonmajor Governmental Funds	832,656	14,643,983	4,834,936	-	20,311,575	20,587,021
Total Governmental Funds	(229,423)	30,652,148	7,006,150	3,287,529	40,716,405	40,899,162
Sewer Fund	488,156	1,209,027	-	-	1,697,183	2,350,655
Water Utility	3,833	2,382,891	782,447	-	3,169,170	4,113,152
Self Insurance Fund	16,828	635,827	2,879,120	-	3,531,775	3,448,800
Other Designated Funds	15,694	-	-	-	15,694	16,094
Total Other Funds	524,511	4,227,745	3,661,567	-	8,413,822	9,928,702
Total Pooled Cash & Investments	295,088	34,879,893	10,667,717	3,287,529	49,130,228	50,827,865
Property Tax Fund	73,779	1,569	-	-	75,349	9,257,623
Total Trust Funds	73,779	1,569	-	-	75,349	9,257,623
Grand Total Cash & Investments	368,868	34,881,462	10,667,717	3,287,529	49,205,576	60,085,488
Average Floating Rate of Return		0 05%	2 03%	0 05%		
Avg Weighted Rate of Return - CD's		0 72%				
Maturities:						
Demand	368,868	24,835,709	26,667	3,287,529	28,518,773	39,382,329
Fixed Income & Equities						
2021 - Q3	-	500,000	1,001,563	-	1,501,563	1,503,281
2021 - Q4	-	-	4,513,752	-	4,513,752	4,520,215
2022 - Q1	-	2,752,876	2,065,309	-	4,818,185	4,821,452
2022 - Q2	-	267,876	-	-	267,876	267,876
2022 - Q3	-	-	-	-	-	-
2022	-	2,700,000	2,547,330	-	5,247,330	5,251,492
2023	-	3,825,000	513,098	-	4,338,098	4,338,843
	368,868	34,881,462	10,667,717	3,287,529	49,205,576	60,085,489

City of Franklin
2021 Financial Report
General Fund Summary
For the Eight months ended August 31, 2021

Revenue	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,196,900	\$ 19,196,900	\$ 19,030,105	\$ 19,187,925	\$ 157,820
Other Taxes	614,900	614,900	364,198	361,220	(2,978)
Intergovernmental Revenue	1,785,400	1,785,400	1,064,126	1,107,306	43,180
Licenses & Permits	1,111,150	1,111,150	768,710	911,385	142,675
Law and Ordinance Violations	490,000	490,000	351,682	307,170	(44,512)
Public Charges for Services	2,424,650	2,424,650	1,580,085	1,848,390	268,305
Intergovernmental Charges	203,200	203,200	118,586	139,225	20,639
Investment Income	359,718	359,718	254,752	82,751	(172,001)
Sales of Capital Assets	10,250	10,250	7,831	603	(7,228)
Miscellaneous Revenue	123,000	123,000	83,454	131,435	47,981
Transfer from Other Funds	1,050,000	1,050,000	738,853	715,536	(23,317)
Total Revenue	\$ 27,369,168	\$ 27,369,168	\$ 24,362,382	\$ 24,792,946	\$ 430,564
Expenditures	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,160,403	\$ 3,184,744	\$ 2,217,343	\$ 2,001,292	E \$ 216,051
Public Safety	18,352,063	18,472,161	12,117,291	11,740,279	E 377,012
Public Works	4,288,736	4,586,454	2,731,952	2,959,282	E (227,330)
Health and Human Services	713,239	713,239	428,825	435,917	(7,092)
Other Culture and Recreation	231,343	242,486	150,865	232,348	E (81,483)
Conservation and Development	599,884	617,257	395,777	352,380	E 43,397
Contingency and Unclassified	2,762,500	2,722,500	199,589	-	199,589
Transfers to Other Funds	11,000	361,000	-	-	-
Encumbrances				(310,471)	310,471
Total Expenditures	\$ 30,119,168	\$ 30,899,841	\$ 18,241,642	\$ 17,411,027	\$ 830,615
Excess of revenue over (under) expenditures	(2,750,000)	(3,530,673)	<u>\$ 6,120,740</u>	7,381,919	<u>\$ 1,261,179</u>
Fund balance, beginning of year	<u>9,199,013</u>	<u>9,199,013</u>		<u>9,199,013</u>	
Fund balance, end of period	<u>\$ 6,449,013</u>	<u>\$ 5,668,340</u>		<u>\$ 16,580,932</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
August 31, 2021 and 2020**

	2021 Special Assessment	2021 Debt Service	2021 Total	2020 Special Assessment	2020 Debt Service	2020 Total
Assets						
Cash and investments	\$ 204,938	\$ (59,919)	\$ 145,019	\$ 787,923	\$ 275,528	\$ 1,063,451
Special assessment receivable	15,839	-	15,839	30,255	-	30,255
Total Assets	<u>\$ 220,777</u>	<u>\$ (59,919)</u>	<u>\$ 160,858</u>	<u>\$ 818,178</u>	<u>\$ 275,528</u>	<u>\$ 1,093,706</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 15,839	\$ -	\$ 15,839	\$ 30,255	\$ -	\$ 30,255
Unassigned fund balance	204,938	(59,919)	145,019	787,923	275,528	1,063,451
Total Liabilities and Fund Balance	<u>\$ 220,777</u>	<u>\$ (59,919)</u>	<u>\$ 160,858</u>	<u>\$ 818,178</u>	<u>\$ 275,528</u>	<u>\$ 1,093,706</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

	2021 Special Assessment	2021 Debt Service	2021 Year-to-Date Actual	2021 Original Budget	2020 Special Assessment	2020 Debt Service	2020 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Special Assessments	2,854	-	2,854	21,000	6,221	-	6,221
Investment Income	956	400	1,356	15,000	14,072	3,865	17,937
Total Revenue	<u>3,810</u>	<u>1,100,400</u>	<u>1,104,210</u>	<u>1,136,000</u>	<u>20,293</u>	<u>1,103,865</u>	<u>1,124,158</u>
Expenditures:							
Debt Service							
Principal	-	1,480,000	1,480,000	1,480,000	-	1,425,000	1,425,000
Interest	-	135,762	135,762	135,763	-	150,818	150,818
Bank Fees	-	1,200	1,200	1,600	-	1,400	1,400
Total expenditures	<u>-</u>	<u>1,616,962</u>	<u>1,616,962</u>	<u>1,617,363</u>	<u>-</u>	<u>1,577,218</u>	<u>1,577,218</u>
Transfers in	-	180,900	180,900	479,895	-	397,950	397,950
Transfers out	-	-	-	(25,886)	-	-	-
Net change in fund balances	<u>3,810</u>	<u>(335,662)</u>	<u>(331,852)</u>	<u>(27,354)</u>	<u>20,293</u>	<u>(75,403)</u>	<u>(55,110)</u>
Fund balance beginning of year	<u>201,128</u>	<u>275,743</u>	<u>476,871</u>	<u>476,871</u>	<u>767,630</u>	<u>350,931</u>	<u>1,118,561</u>
Fund balance, end of period	<u>\$ 204,938</u>	<u>\$ (59,919)</u>	<u>\$ 145,019</u>	<u>\$ 449,517</u>	<u>\$ 787,923</u>	<u>\$ 275,528</u>	<u>\$ 1,063,451</u>

City of Franklin
Consolidating TID Funds
Balance Sheet
August 31, 2021 and 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
Assets							
Cash & Investments	\$ 1,756,640	\$ 958,771	\$ 482,728	\$ 296,527	\$ 303,852	\$ (14,963)	\$ 3,783,555
Accounts Receivables	-	-	-	-	4,500,000	-	4,500,000
Total Assets	\$ 1,756,640	\$ 958,771	\$ 482,728	\$ 296,527	\$ 4,803,852	\$ (14,963)	\$ 8,283,555
Liabilities and Fund Balance							
Accounts Payable	\$ 17	\$ 75,348	\$ 10	\$ 265,187	\$ 10	\$ 14,102	\$ 354,674
Accrued Liabilities	865,126	-	-	-	-	-	865,126
Advances from Other Funds	-	1,300,000	-	-	1,500,000	100,000	2,900,000
Deferred Inflow	-	-	-	-	4,500,000	-	4,500,000
Total Liabilities	865,143	1,375,348	10	265,187	6,000,010	114,102	8,619,800
Ending Fund Balance	891,497	(416,577)	482,718	31,340	(1,196,158)	(129,065)	(336,245)
Total Liabilities and Fund Balance	\$ 1,756,640	\$ 958,771	\$ 482,728	\$ 296,527	\$ 4,803,852	\$ (14,963)	\$ 8,283,555

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 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
Revenue							
General Property Tax Levy	\$ 2,067,579	\$ 1,160,642	\$ 478,853	\$ -	\$ 11,911	\$ -	\$ 3,718,985
Payment in Lieu of Tax	62,938	58,830	90,585	-	-	-	212,353
State Exempt Aid	537,629	86,049	25,643	-	-	-	649,321
Investment Income	2,296	1,208	120	485	271,156	-	275,265
Miscellaneous revenue	-	-	79,585	89	-	-	79,674
Total revenue	2,670,442	1,306,729	674,786	574	283,067	-	4,935,598
Expenditures							
Debt Service Principal	\$ 965,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,000
Debt Service Interest & Fees	55,795	23,750	649,953	253,815	154,122	936	1,138,371
Administrative Expenses	3,280	3,280	8,640	27,640	4,080	31,000	77,920
Professional Services	4,081	198,168	17,511	9,689	2,110	38,313	269,872
Capital outlay	-	809,365	-	333,867	-	47,431	1,190,663
Development Incentive & Obligation Payments	1,050,225	-	(16,279)	(69,663)	(1,600)	(51,826)	1,050,225
Encumbrances	-	(831,681)	-	-	-	-	(971,049)
Total expenditures	2,078,381	202,882	659,825	555,348	158,712	65,854	3,721,002
Excess of revenue over expenditures	592,061	1,103,847	14,961	(554,774)	124,355	(65,854)	1,214,596
Fund balance beginning of year	299,436	(1,520,424)	467,757	586,114	(1,320,513)	(63,211)	(1,550,841)
Fund balance end of period	\$ 891,497	\$ (416,577)	\$ 482,718	\$ 31,340	\$ (1,196,158)	\$ (129,065)	\$ (336,245)

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 1,756,640	\$ 1,166,125
Total Assets	<u>\$ 1,756,640</u>	<u>\$ 1,166,125</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 17	\$ -
Accrued Liabilities	\$ 865,126	\$ 865,126
Total Liabilities	865,143	865,126
Assigned fund balance	891,497	300,999
Total Liabilities and Fund Balance	<u>\$ 1,756,640</u>	<u>\$ 1,166,125</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General property tax levy	\$ 2,107,000	\$ 2,107,000	\$ 2,107,000	\$ 2,067,579	\$ 1,401,748
Payment in Lieu of Taxes	62,000	62,000	41,333	62,938	-
State exempt aid	537,440	537,440	516,960	537,629	510,053
Bond proceeds	-	-	-	2,296	8,178
Total revenue	<u>2,706,440</u>	<u>2,706,440</u>	<u>2,665,293</u>	<u>2,670,442</u>	<u>1,919,979</u>
Expenditures					
Debt service principal	965,000	965,000	965,000	965,000	665,000
Debt service interest & fees	55,795	55,795	55,795	55,795	80,265
Administrative expenses	4,920	4,920	3,280	3,280	4,720
Refunded Property Taxes	-	77,000	-	-	-
Professional services	150	150	100	4,081	900
Development incentive & obligation payments	1,050,225	1,050,225	1,050,225	1,050,225	760,005
Total expenditures	<u>2,076,090</u>	<u>2,153,090</u>	<u>2,074,400</u>	<u>2,078,381</u>	<u>1,510,890</u>
Revenue over (under) expenditures	630,350	553,350	590,893	592,061	409,089
Transfers In (out)	-	-	15,795	-	-
Fund balance, beginning of year	<u>304,981</u>	<u>304,981</u>	<u>299,436</u>	<u>299,436</u>	<u>(108,090)</u>
Fund balance, end of period	<u>\$ 935,331</u>	<u>\$ 858,331</u>	<u>\$ 906,124</u>	<u>\$ 891,497</u>	<u>\$ 300,999</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 958,771	\$ 717,857
Total Assets	<u>\$ 958,771</u>	<u>\$ 717,857</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 75,348	\$ 209,659
Advances from Other Funds	1,300,000	
Total Liabilities	<u>1,375,348</u>	<u>209,659</u>
Assigned fund balance	(416,577)	508,198
Total Liabilities and Fund Balance	<u>\$ 958,771</u>	<u>\$ 717,857</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,183,000	\$ 1,183,000	\$ 1,183,000	\$ 1,160,642	\$ 1,138,802
Payment in Lieu of Tax	50,000	50,000	50,000	58,830	73,889
State Exempt Aid	86,060	86,060	62,907	86,049	53,731
Investment Income	-	-	-	1,208	72,384
Total Revenue	<u>1,319,060</u>	<u>1,319,060</u>	<u>1,295,907</u>	<u>1,306,729</u>	<u>1,338,806</u>
Expenditures					
Debt service interest & fees	36,875	36,875	24,583	23,750	-
Administrative expenses	4,920	4,920	3,280	3,280	20,080
Professional services		194,276	129,518	198,168	722,206
Capital outlays	-	281,557	187,704	809,365	7,252,224
Encumbrances	-	-	-	(831,681)	(3,095,962)
Total expenditures	<u>41,795</u>	<u>517,628</u>	<u>345,085</u>	<u>202,882</u>	<u>4,898,548</u>
Revenue over (under) expenditures	1,277,265	801,432	950,822	1,103,847	(3,559,742)
Fund balance, beginning of year	<u>(3,178,830)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	<u>4,067,940</u>
Fund balance, end of period	<u>\$ (1,901,565)</u>	<u>\$ (718,992)</u>	<u>\$ (569,602)</u>	<u>\$ (416,577)</u>	<u>\$ 508,198</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 482,728	\$ 447,638
Total Assets	<u>\$ 482,728</u>	<u>\$ 447,638</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 10	\$ 167
Total Liabilities	10	167
Assigned fund balance	482,718	447,471
Total Liabilities and Fund Balance	<u>\$ 482,728</u>	<u>\$ 447,638</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 501,000	\$ 501,000	\$ 501,000	\$ 478,853	\$ 721,360
Payment in Lieu of Tax	91,600	91,600	61,067	90,585	91,560
State Exempt Aid	25,640	25,640	17,093	25,643	12,883
Investment Income	-	-	-	120	22,242
Miscellaneous revenue	220,000	220,000	146,667	79,585	-
Total Revenue	<u>838,240</u>	<u>838,240</u>	<u>725,827</u>	<u>674,786</u>	<u>848,045</u>
Expenditures					
Debt service principal	-	-	-	-	4,000,000
Debt service interest & fees	822,646	822,646	822,554	649,953	842,374
Administrative expenses	12,920	12,920	8,145	8,640	4,720
Professional services	150	16,429	9,746	17,511	35,352
Encumbrances	-	-	-	(16,279)	(27,160)
Total expenditures	<u>835,716</u>	<u>851,995</u>	<u>840,445</u>	<u>659,825</u>	<u>4,855,286</u>
Revenue over (under) expenditures	2,524	(13,755)	(114,618)	14,961	(4,007,241)
Fund balance, beginning of year	<u>541,758</u>	<u>467,757</u>	<u>467,757</u>	<u>467,757</u>	<u>4,454,712</u>
Fund balance, end of period	<u>\$ 544,282</u>	<u>\$ 454,002</u>	<u>\$ 353,139</u>	<u>\$ 482,718</u>	<u>\$ 447,471</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 296,527	\$ 5,201,258
Total Assets	<u>\$ 296,527</u>	<u>\$ 5,201,258</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 265,187	\$ 2,616
Total Liabilities	<u>265,187</u>	<u>2,616</u>
Assigned fund balance	31,340	5,198,642
Total Liabilities and Fund Balance	<u>\$ 296,527</u>	<u>\$ 5,201,258</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	2021 Annual Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue				
Investment Income	\$ -	\$ -	\$ 485	\$ 26,798
Bond Proceeds	3,000,000	-	-	-
Miscellaneous revenue	-	-	89	-
Total Revenue	<u>3,000,000</u>	<u>-</u>	<u>574</u>	<u>26,798</u>
Expenditures				
Debt service interest & fees	392,850	351,800	253,815	220,100
Administrative expenses	41,480	27,653	27,640	20,080
Professional services	150	150	9,689	31,427
Capital outlays	3,000,000	2,000,000	333,867	-
Encumbrances	-	-	(69,663)	(1,600)
Total expenditures	<u>3,434,480</u>	<u>2,379,603</u>	<u>555,348</u>	<u>270,007</u>
Revenue over (under) expenditures	(434,480)	(2,379,603)	(554,774)	(243,209)
Fund balance, beginning of year	<u>212,851</u>	<u>586,114</u>	<u>586,114</u>	<u>5,441,851</u>
Fund balance, end of period	<u>\$ (221,629)</u>	<u>\$ (1,793,489)</u>	<u>\$ 31,340</u>	<u>\$ 5,198,642</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 303,852	\$ 333,575
Accounts receivable	4,500,000	4,500,000
Total Assets	<u>\$ 4,803,852</u>	<u>\$ 4,833,575</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 10	\$ -
Advances from Other Funds	\$ 1,500,000	\$ 1,745,000
Deferred Inflow	<u>4,500,000</u>	<u>4,500,000</u>
Total Liabilities	6,000,010	6,245,000
Assigned fund balance	<u>(1,196,158)</u>	<u>(1,411,425)</u>
Total Liabilities and Fund Balance	<u>\$ 4,803,852</u>	<u>\$ 4,833,575</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 12,500	\$ 12,500	\$ 12,500	\$ 11,911	\$ -
Investment Income	<u>270,000</u>	<u>270,000</u>	<u>180,000</u>	<u>271,156</u>	<u>14,612</u>
Total Revenue	<u>282,500</u>	<u>282,500</u>	<u>192,500</u>	<u>283,067</u>	<u>14,612</u>
Expenditures					
Debt service interest & fees	153,271	153,271	102,181	154,122	93,934
Administrative expenses	6,120	6,120	4,080	4,080	4,720
Professional services	150	9,250	6,167	2,110	(2,172)
Capital outlays	-	-	-	-	166,663
Development incentive & obligation payments	-	-	-	-	4,500,000
Encumbrances	-	-	-	(1,600)	5,900
Total expenditures	<u>159,541</u>	<u>168,641</u>	<u>112,428</u>	<u>158,712</u>	<u>4,769,045</u>
Revenue over (under) expenditures	122,959	113,859	80,072	124,355	(4,754,433)
Fund balance, beginning of year	<u>3,378,636</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>3,343,008</u>
Fund balance, end of period	<u>\$ 3,501,595</u>	<u>\$ (1,206,654)</u>	<u>\$ (1,240,441)</u>	<u>\$ (1,196,158)</u>	<u>\$ (1,411,425)</u>

City of Franklin
Tax Increment Financing District #8 - S 27th Business Park
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ (14,963)	\$ (14,978)
Total Assets	<u>\$ (14,963)</u>	<u>\$ (14,978)</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 14,102	\$ 4,181
Advances from Other Funds	\$ 100,000	\$ -
Total Liabilities	<u>114,102</u>	<u>4,181</u>
Assigned fund balance	(129,065)	(19,159)
Total Liabilities and Fund Balance	<u>\$ (14,963)</u>	<u>\$ (14,978)</u>

Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
Bond Proceeds	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -
Total Revenue	<u>6,000,000</u>	<u>6,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest & fees	100,000	100,000	66,667	936	-
Administrative expenses	46,480	46,480	30,987	31,000	-
Professional services	623,150	652,402	434,935	38,313	19,159
Capital outlays	5,150,500	5,150,500	3,433,667	47,431	-
Development incentive & obligation payments	2,500,000	2,500,000	1,666,666	-	-
Encumbrances	-	-	-	(51,826)	-
Total expenditures	<u>8,420,130</u>	<u>8,449,382</u>	<u>5,632,922</u>	<u>65,854</u>	<u>19,159</u>
Revenue over (under) expenditures	(2,420,130)	(2,449,382)	(5,632,922)	(65,854)	(19,159)
Fund balance, beginning of year	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (2,483,341)</u>	<u>\$ (2,512,593)</u>	<u>\$ (5,696,133)</u>	<u>\$ (129,065)</u>	<u>\$ (19,159)</u>

**City of Franklin
American Rescue Plan
Balance Sheet
August 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,874,207	\$ -
Accounts receivable	-	-
Total Assets	<u>\$ 1,874,207</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	1,874,207	-
Total Liabilities and Fund Balance	<u>\$ 1,874,207</u>	<u>\$ -</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Intergovernmental	\$ -	\$ -	\$ -	\$ 1,874,207	\$ -
Total revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,874,207</u>	<u>-</u>
Expenditures:					
Personal Services	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	-	-	<u>-</u>	1,874,207	-
Fund balance, beginning of year	-	-		-	-
Fund balance, end of period	<u>\$ -</u>	<u>\$ -</u>		<u>\$ 1,874,207</u>	<u>\$ -</u>

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
August 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,194,444	\$ 1,196,382
Tax Receivables	46	46
Accrued Receivables	1,318	475
Total Assets	<u>\$ 1,195,808</u>	<u>\$ 1,196,903</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 166,822	\$ 164,454
Due to Other Government	-	2
Accrued salaries & wages	227	460
Restricted fund balance	1,028,759	1,031,987
Total Liabilities and Fund Balance	<u>\$ 1,195,808</u>	<u>\$ 1,196,903</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 YTD Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Grants	\$ 69,000	69,000	\$ 69,357	\$ 68,834
User Fees	1,539,449	1,538,255	1,545,645	1,535,930
Landfill Operations-tippage	370,000	219,569	275,370	219,350
Investment Income	20,000	15,351	1,751	15,741
Sale of Recyclables	-	-	2,789	1,166
Total Revenue	<u>1,998,449</u>	<u>1,842,175</u>	<u>1,894,912</u>	<u>1,841,021</u>
Expenditures:				
Personal Services	16,384	10,711	4,513	8,633
Refuse Collection	766,300	530,784	486,654	477,045
Recycling Collection	718,000	497,313	486,110	475,344
Leaf & Brush Pickups	60,000	22,000	15,345	20,000
Tippage Fees	483,300	294,305	283,828	282,457
Miscellaneous	5,000	3,742	2,110	680
Total expenditures	<u>2,048,984</u>	<u>1,358,855</u>	<u>1,278,560</u>	<u>1,264,159</u>
Revenue over (under) expenditures	(50,535)	<u>483,320</u>	616,352	576,862
Fund balance, beginning of year	<u>466,131</u>		<u>412,407</u>	<u>455,125</u>
Fund balance, end of period	<u>\$ 415,596</u>		<u>\$ 1,028,759</u>	<u>\$ 1,031,987</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
August 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 857,944	\$ 858,352
Accounts Receivables	-	2,753
Total Assets	\$ 857,944	\$ 861,105
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 52,604	\$ 139,261
Assigned fund balance	805,340	721,844
Total Liabilities and Fund Balance	\$ 857,944	\$ 861,105

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Property Taxes	\$ 296,000	\$ 296,000	\$ 296,000	\$ 296,000	\$ 295,700
Grants	15,000	15,000	10,000	13,563	16,943
Landfill Siting	904,100	904,100	706,746	604,041	355,932
Investment Income	7,800	7,800	5,200	977	10,160
Miscellaneous Revenue	41,250	41,250	27,788	36,709	57,660
Notes Proceeds	542,000	542,000	-	-	-
Total Revenue	1,806,150	1,806,150	1,045,734	951,290	736,395
Expenditures:					
General Government	55,200	82,194	36,989	23,495 E	117,702
Public Safety	619,535	703,105	509,205	504,693 E	463,549
Public Works	551,000	648,849	438,811	593,581 E	70,535
Health and Human Services	-	-	-	-	900
Culture and Recreation	364,000	429,000	308,545	247,994 E	9,417
Conservation and Development	180,000	180,000	120,000	187,190 E	1,467
Contingency	40,650	40,650	30,101	-	-
Encumbrances	-	-	-	(718,760)	(157,308)
Total expenditures	1,810,385	2,083,798	1,443,651	838,193	506,262
Revenue over (under) expenditures	(4,235)	(277,648)	<u>(397,917)</u>	113,097	230,133
Fund balance, beginning of year	311,711	692,243		692,243	491,711
Fund balance, end of period	<u>\$ 307,476</u>	<u>\$ 414,595</u>		<u>\$ 805,340</u>	<u>\$ 721,844</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

E- Encumbrances

**City of Franklin
Equipment Replacement Fund
Balance Sheet
August 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,993,036	\$ 2,416,448
Total Assets	\$ 1,993,036	\$ 2,416,448
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 97,040	\$ -
Assigned fund balance	1,895,996	2,416,448
Total Liabilities and Fund Balance	\$ 1,993,036	\$ 2,416,448

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Landfill	\$ 604,400	\$ 604,400	\$ 452,196	\$ 444,490	\$ 350,210
Investment Income	37,400	37,400	24,933	581	58,681
Grants	-	-	-	-	178,624
Property Sales	30,000	30,000	11,653	-	-
Total revenue	<u>671,800</u>	<u>671,800</u>	<u>488,782</u>	<u>445,071</u>	<u>587,515</u>
Expenditures:					
Public Safety	361,500	391,668	272,428	355,304 E	248,353
Public Works	807,000	1,047,130	763,815	844,312 E	798,503
Encumbrances	-	-	-	(260,705)	(347,727)
Total expenditures	<u>1,168,500</u>	<u>1,438,798</u>	<u>1,036,243</u>	<u>938,911</u>	<u>699,129</u>
Revenue over (under) expenditures	(496,700)	(766,998)	<u>(547,461)</u>	(493,840)	(111,614)
Fund balance, beginning of year	<u>2,130,162</u>	<u>2,389,836</u>		<u>2,389,836</u>	<u>2,528,062</u>
Fund balance, end of period	<u>\$ 1,633,462</u>	<u>\$ 1,622,838</u>		<u>\$ 1,895,996</u>	<u>\$ 2,416,448</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
August 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,481,826	\$ 1,345,243
Total Assets	<u>\$ 1,481,826</u>	<u>\$ 1,345,243</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 17,440	\$ 591,083
Assigned fund balance	1,464,386	754,160
Total Liabilities and Fund Balance	<u>\$ 1,481,826</u>	<u>\$ 1,345,243</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:				
Landfill Siting	\$175,000	\$175,000	\$137,090	\$267,286
Investment Income	7,500	7,500	716	7,383
Intergovernmental Resources	1,074,500	1,074,500	803,642	600,000
Total revenue	<u>1,257,000</u>	<u>1,257,000</u>	<u>941,448</u>	<u>874,669</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,000,000	1,000,000	968,655 E	1,161,276
Encumbrances	-	-	(888,603)	(534,560)
Total expenditures	<u>1,000,000</u>	<u>1,000,000</u>	<u>80,052</u>	<u>626,716</u>
Revenue over (under) expenditures	257,000	257,000	861,396	247,953
Fund balance, beginning of year	<u>506,207</u>	<u>602,990</u>	<u>602,990</u>	<u>506,207</u>
Fund balance, end of period	<u>\$ 763,207</u>	<u>\$ 859,990</u>	<u>\$ 1,464,386</u>	<u>\$ 754,160</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
August 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,925,702	\$ 1,635,086
Accounts receivables	847	516,949
Total Assets	\$ 1,926,549	\$ 2,152,035
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 148,290	\$ 29,578
Contracts Payable	77,905	87,014
Miscellaneous Payables	-	172,000
Deferred Inflow	-	508,000
Assigned fund balance	1,700,354	1,355,443
Total Liabilities and Fund Balance	\$ 1,926,549	\$ 2,152,035

**Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2020</u>
	<u>Original</u>	<u>Amended</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Totals</u>	<u>Totals</u>
Revenue:					
Block Grants	\$ -	\$ -	\$ -	\$ 420,291	\$ 608,365
Other Grants-NEXT Gen 911 Grant	-	65,000	-	14,326	-
DPW Charges	-	-	-	-	2,041
Landfill Siting	51,500	51,500	16,150	21,180	143,273
Transfers from Other Funds	5,000,000	5,000,000	-	-	-
Transfers from General Funds	-	350,000	-	-	-
Transfers from Impact Fees	2,209,750	2,294,545	502,359	42,608	49,079
Transfers from Connection Fees	1,140,000	1,140,000	760,000	-	-
Bond Proceeds	1,458,000	1,458,000	972,000	-	-
Donations	86,000	86,000	86,000	-	-
Investment Income	5,000	5,000	3,333	2,519	14,495
Total revenue	9,950,250	10,450,045	2,339,842	500,924	817,253
Expenditures:					
General Government	350,000	712,408	12,408	(56,873) E	111,045
Public Safety	499,500	694,572	116,837	216,195 E	1,392,744
Public Works	252,000	1,203,775	111,744	1,111,958 E	417,206
Culture and Recreation	410,000	692,301	287,302	265,016 E	404,893
Sewer & Water	8,140,000	8,140,000	4,403,333	-	200,798
Contingency	150,000	84,065	126,851	170 E	27,170
Bond/Note Issuance Cost	100,000	100,000	-	-	-
Encumbrances	-	-	-	(713,103)	(1,079,570)
Total expenditures	9,901,500	11,627,121	5,058,475	823,363	1,474,286
Revenue over (under) expenditures	48,750	(1,177,076)	<u>(2,718,633)</u>	(322,439)	(657,033)
Fund balance, beginning of year	396,395	2,022,793		2,022,793	2,012,476
Fund balance, end of period	\$ 445,145	\$ 845,717		\$ 1,700,354	\$ 1,355,443

City of Franklin
Capital Improvement Fund
Budget 2021

Project/Name	Activity	Amended				Actual Thru August 31, 2021			
		Total	Funding Source	Amount	Net City Funds	Total	Funding Source	Amount	Net City Funds
Landfill Siting Revenue					\$ 51,500				\$ 21,180
Grants									420,291
Investment Income		5,000			5,000				2,519
Total Revenue		5,000			56,500	-			443,990
GENERAL GOVERNMENT									
City Hall Roof, HVAC		10,013			10,013	(59,268)			(59,268)
Historical Society Barn		2,395			2,395	2,395			2,395
PARK DEVELOPMENT									
Pleasant View Park improvements	Park	300,000	Park Impact Fees	141,000	159,000	88,615	Park Impact Fees	22,802	65,813
Pleasant View Park pavilion	Park	19,287		205	19,082	23,840	Park Impact Fees	9,400	14,440
116th Street Trail design	Park	100,762		60,000	40,762	85,454	Park Impact Fees	10,406	75,048
Park Signage	Park	20,000			20,000				
Church Street pathway	Park	75,000	Park Impact Fees	53,250	21,750		Park Impact Fees		
Ernie Lake aeration system	Park	15,000			15,000	13,470			13,470
Pleasant View Park - Improvement Planning	Park	88,616	Park Impact Fees	40,090	48,526				-
Ryan Creek Trail Master Plan	Park	57,000			57,000	57,000			57,000
Metro Park planning	Park					17,400			17,400
Ryan Creek Ryan Meadows Segment	Park	87,400			87,400	50,000			50,000
Land Purchase ROW Water Tower Park	Park	3,636			3,636	3,636			3,636
Public Safety									
Replace roof @ Police Dept	Pub Safety	127,500			127,500				
Video Surveillance Cameras replacement @ Police Bldg	Pub Safety	247,000			247,000				
911 Phone system - replacement	Pub Safety	125,000		65,000	60,000	109,458		14,327	95,131
Indoor Shooting Range	Pub Safety	39,054			39,054				
Other Police						6,480			6,480
In Squad Video Storage		58,000			58,000				
Fire Station Specific Alerting	Pub Safety	37,313			37,313	38,089			38,089
Inspection Software	Pub Safety	60,705			60,705	62,168			62,168
Public Works									
Marquette Ave construction 49th to 51st	Pub Wrks	981,455	Grant	86,000	895,455	913,057	Grant		913,057
S 51st/Drexel Roundabout	Pub Wrks	9,003			9,003	9,003			9,003
S 68th St/Loomis to Puetz sight line	Pub Wrks	27,741			27,741	27,741			27,741
Water Main on W Minnesota Ave	Pub Wrks	140,000	Utility Development	140,000			Utility Development		
Water Tower in Southwest Zone	Pub Wrks	4,000,000	Water Impact Fees	2,000,000	2,000,000		Water Impact Fees		
	Pub Wrks		Water Fund	2,000,000	(2,000,000)		Water Fund		
Highway Building addition - design work	Pub Wrks	30,000			30,000	23,375			23,375
Replace Industrial Park temporary Lift Station	Pub Wrks	3,000,000	Transfer in from Sewer Fund	3,000,000			Transfer in from Sewer Fund		
Curb replacements	Pub Wrks	35,000			35,000				
Traffic Signals Emergency Veh Preemption	Pub Wrks	32,375			32,375	32,375			32,375
Rawson Homes Storm sewer	Pub Wrks					18,207			18,207
Land purchase ROW 51st & Drexel	Pub Wrks	13,800			13,800	13,800			13,800
Muni Buildings Improvements	Pub Wrks	700,000		350,000	350,000				
Total Approved Projects		10,443,055		7,935,545	2,507,510	1,536,295		56,935	1,479,360
PROJECTS PENDING APPROVAL									
Water Projects	Utility	500,000	Water	500,000	-		Water		
Sewer Projects	Utility	500,000	Sewer Connection Fees	500,000	-		Sewer Connection Fees		
Contingency		84,065			84,065	170			170
Encumbrances									(713,103)
Total Projects		11,527,120		8,935,545	2,591,575	1,536,465		56,935	766,427
Net Revenue (Expenditures)					(2,535,075)				(322,437)
Loan Proceeds					1,458,000				
Transaction fees					(100,000)				
Net Rev (Expenditures)					(1,177,075)				(322,437)
Beginning Fund balance					2,022,793				2,022,793
Ending Fund Balance					\$ 845,718				\$ 1,700,356

** When contract awarded a \$58,000 reduction in an construction engineering contract was anticipated

**City of Franklin
Development Fund
Balance Sheet
August 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 6,678,806	\$ 7,240,802
Impact fees receivable	-	232,640
Due From TID's	2,800,000	1,745,000
Total Assets	\$ 9,478,806	\$ 9,218,442
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 337,643	\$ 475,463
Accounts Payables	-	937
Unearned Revenue - Other	-	232,640
Assigned fund balance	9,141,163	8,509,402
Total Liabilities and Fund Balance	\$ 9,478,806	\$ 9,218,442

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Impact Fee Parks	\$ 146,117	\$ 146,117	\$ 84,538	\$ 74,243	\$ 165,880
Southwest Sewer Service Area	112,000	112,000	71,272	83,865	82,174
Administration	7,535	7,535	4,340	2,524	3,025
Water	498,000	498,000	273,223	160,363	205,045
Transportation	158,825	158,825	96,730	33,700	16,888
Fire Protection	108,875	108,875	63,444	23,095	28,389
Law Enforcement	124,750	124,750	74,095	26,438	46,805
Library	24,750	24,750	14,715	13,025	44,318
Total Impact Fees	1,180,852	1,180,852	682,357	417,253	592,524
Investment Income	106,250	106,250	70,833	4,886	109,624
Interfund Interest Income	79,250	79,250	52,833	50,817	2,686
Total revenue	1,366,352	1,366,352	806,023	472,956	704,834
Expenditures:					
Other Professional Services	15,000	18,321	12,255	3,321 E	30,425
Transfer to Debt Service					
Law Enforcement	205,182	205,182	114,382	180,900	199,856
Fire	42,941	42,941	30,945	-	39,863
Transportation	71,886	71,886	30,975	-	64,249
Library	134,000	134,000	72,124	-	93,982
Total Transfers to Debt Service	454,009	454,009	248,426	180,900	397,950
Transfer to Capital Improvement Fund					
Park	1,259,250	1,344,045	288,776	135,608 E	142,078
Water	2,000,000	2,000,000	1,333,333	-	-
Total Transfers to Capital Improve	3,259,250	3,344,045	1,622,109	135,608	142,078
Capital Improvements					
Park	-	-	-	-	25,285
Sewer Fees	75,000	75,000	50,000	-	-
Water Fees	250,000	250,000	125,000	-	554,760
Encumbrances	-	-	-	(96,321)	(121,606)
Total expenditures	4,053,259	4,141,375	2,057,790	223,508	1,028,892
Revenue over (under) expenditures	(2,686,907)	(2,775,023)	(1,251,767)	249,448	(324,058)
Fund balance, beginning of year	8,528,646	8,891,715		8,891,715	8,833,460
Fund balance, end of period	\$ 5,841,739	\$ 6,116,692		\$ 9,141,163	\$ 8,509,402

City of Franklin
Utility Development Fund
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments - Water	\$ 1,052,370	\$ 1,010,964
Cash and investments - Sewer	1,384,859	1,286,689
Special Assessment - Water Current	39,388	60,216
Special Assessment - Water Deferred	127,977	136,365
Special Assessment - Sewer Current	105,205	143,426
Reserve for Uncollectible	-	(16,777)
Total Assets	<u>\$ 2,709,799</u>	<u>\$ 2,620,883</u>
 <u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 272,570	\$ 323,231
Total Fund Balance	<u>2,437,229</u>	<u>2,297,652</u>
Total Liabilities and Fund Balance	<u>\$ 2,709,799</u>	<u>\$ 2,620,883</u>

Comparative Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2020</u>
	<u>Original</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
Revenue:	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Special Assessments-				
Water	\$ 45,000	\$ 18,716	\$ 12,720	\$ 48,906
Sewer	40,000	11,270	-	19,488
Connection Fees-				
Sewer	40,000	22,161	32,393	22,102
 Total Assessments & Connection Fees	 125,000	 52,147	 45,113	 90,496
Special Assessment Interest	-	-	152	634
Investment Income	17,500	11,667	3,787	11,725
Total revenue	<u>142,500</u>	<u>63,814</u>	<u>49,052</u>	<u>102,855</u>
 Transfer to Capital Improvement Fund				
Water	500,000	333,333	-	-
Sewer	500,000	333,334	-	-
Total Transfers to Capital Improven	<u>1,000,000</u>	<u>666,667</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(857,500)	(602,853)	49,052	102,855
Fund balance, beginning of year	<u>2,373,797</u>	<u>2,388,177</u>	<u>2,388,177</u>	<u>2,194,797</u>
Fund balance, end of period	<u>\$ 1,516,297</u>	<u>\$ 1,785,324</u>	<u>\$ 2,437,229</u>	<u>\$ 2,297,652</u>

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 3,637,223	\$ 3,484,656
Accounts receivable	324	324
Total Assets	<u>\$ 3,637,547</u>	<u>\$ 3,484,980</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 1,011	\$ 138,400
Claims payable	311,800	175,000
Unrestricted net assets	3,324,736	3,171,580
Total Liabilities and Fund Balance	<u>\$ 3,637,547</u>	<u>\$ 3,484,980</u>

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2020</u>
<u>Revenue</u>	<u>Original</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Medical Premiums-City	\$ 2,213,369	\$ 1,490,496	\$ 1,547,127	\$ 1,626,335
Medical Premiums-Employee	478,630	322,751	294,854	332,143
Other - Invest Income, Rebates	159,800	106,534	97,622	155,140
Medical Revenue	<u>2,851,799</u>	<u>1,919,781</u>	<u>1,939,603</u>	<u>2,113,618</u>
Dental Premiums-City	112,000	76,107	107,820	79,704
Dental Premiums-Retirees	3,600	2,698	2,140	1,944
Dental Premiums-Employee	60,000	40,770	39,401	38,633
Dental Revenue	<u>175,600</u>	<u>119,575</u>	<u>149,361</u>	<u>120,281</u>
Total Revenue	<u>3,027,399</u>	<u>2,039,356</u>	<u>2,088,964</u>	<u>2,233,899</u>
Expenditures:				
Medical				
Medical claims	1,848,536	1,190,615	1,237,322	691,048
Prescription drug claims	-	-	118,064	118,700
Refunds-Stop Loss Coverage	-	-	(82,434)	(5,394)
Total Claims	<u>1,848,536</u>	<u>1,190,615</u>	<u>1,272,952</u>	<u>804,354</u>
Medical Claim Fees	107,041	74,260	113,916	100,837
Stop Loss Premiums	540,610	361,836	353,073	344,966
Other - Miscellaneous	177,245	85,143	14,115	15,264
HSA Contributions	224,650	146,887	88,313	180,281
Plan Administration	-	-	31,400	-
Total Medical Costs	<u>2,898,082</u>	<u>1,858,741</u>	<u>1,873,769</u>	<u>1,445,702</u>
Dental				
Active Employees & COBRA	179,000	119,441	127,752	101,463
Retiree	5,700	4,127	6,338	3,675
Total Dental Costs	<u>184,700</u>	<u>123,568</u>	<u>134,090</u>	<u>105,138</u>
Total Expenditures	<u>3,082,782</u>	<u>1,982,309</u>	<u>2,007,859</u>	<u>1,550,840</u>
Revenue over (under) expenditures	(55,383)	<u>\$ 57,047</u>	81,105	683,059
Net assets, beginning of year	<u>2,488,521</u>		<u>3,243,631</u>	<u>2,488,521</u>
Net assets, end of period	<u>\$ 2,433,138</u>		<u>\$ 3,324,736</u>	<u>\$ 3,171,580</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
August 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 219,201	\$ 188,153
Investments held in trust - Fixed Inc	2,861,002	2,583,909
Investments held in trust - Equities	5,865,017	4,098,618
Accounts receivable	8,186	4,958
Total Assets	<u>\$ 8,953,406</u>	<u>\$ 6,875,638</u>
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ -	\$ 4,718
Claims payable	16,600	10,000
Net assets held in trust for post emp	8,936,806	6,860,920
Total Liabilities and Fund Balance	<u>\$ 8,953,406</u>	<u>\$ 6,875,638</u>

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Eight months ended August 31, 2021 and 2020

<u>Revenue</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 158,051	\$ 132,227
Medical Charges - Retirees	121,991	107,286
Medical Revenue	<u>280,042</u>	<u>239,513</u>
 Expenditures:		
Retirees-Medical		
Medical claims	112,608	89,903
Prescription drug claims	85,298	64,835
Refunds-Stop Loss Coverage	(8,345)	-
Total Claims-Retirees	<u>189,561</u>	<u>154,738</u>
Medical Claim Fees	16,380	14,781
Stop Loss Premiums	61,362	46,571
Miscellaneous Expense	133	(195)
ACA Fees	-	127
Total Medical Costs-Retirees	<u>267,436</u>	<u>216,022</u>
Revenue over (under) expenditures	12,606	23,491
Annual Required Contribution-Net	124,149	130,957
Other - Investment Income, etc	1,005,137	167,712
Total Revenues	<u>1,129,286</u>	<u>298,669</u>
Net Revenues (Expenditures)	1,141,892	322,160
Net assets, beginning of year	<u>7,794,914</u>	<u>6,538,760</u>
Net assets, end of period	<u>\$ 8,936,806</u>	<u>\$ 6,860,920</u>

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/05/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendation for 2022 Employee Benefit-Related Coverages, Carriers, and Premium Shares, Including: Health Insurance, Wellness, Health and Wellness Supplementary Programs, and Dental Insurance.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14.</p>

Below is information relative to each element of the City's Health Insurance Plan and supplementary programs for 2022, and a recommendation on the same. Also, the draft 2022 Budget, along with a comparison to the 2021 Adopted Budget, is included as *Attachment A*.

The bolded items below are the elements requested for change, while the non-bolded items are a continuance of the current service offerings.

Also, since the City recently performed an RFP process for the benefits consulting partner, and previously contracted for that work for 2022, it is not part of this recommendation.

This item was considered by the Personnel Committee at their September 27, 2021 Meeting, where the result was a unanimous approval in favor of recommending, to the Common Council, the items below with the exception of the two marked as PENDING. Recommendations on those two items will be forthcoming in October.

RECOMMENDATION

Staff recommends that the Common Council approve the following proposed plan elements for 2022 (with the exception of items #10 and #11):

1. ***Transition to a new Third-Party Administrator (TPA) for the City's two (2) health insurance plans, PPO and HDHP, as well as an administrator to manage the Health Reimbursement Arrangement (HRA) Program detailed below. The request is to transition from United Health Care to UMR as they: (1) provide expanded services; (2) offer additional, integrated reporting including information from other benefit providers (i.e. pharmacy, stop loss, Nice, etc.); (3) offer more flexibility for the future; (3) integrate better with other providers; (4) deliver better pricing; and (5) are very strong from a customer service perspective. Also, there is NO change in provider network due to this transition; the provider network will remain exactly the same as it is with United Health Care. (Attachment B – Comparison of Medical TPAs)***
2. No changes to overall premiums or employee premium shares for health insurance in 2022. (Attachment C – Plan Design)
3. Continue the required Health Risk Assessment and biometrics testing, which if completed by employees, and spouses if applicable, will allow those employees to receive the preferred/wellness rate for the health insurance plan for the following year. Screenings were not done in 2020, but resumed in 2021 with the Nice Program as the vendor for performing same, which will continue in 2022.

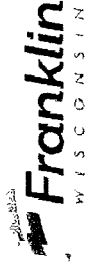
4. Continue with the Health Savings Account (HSA) contributions in 2022, at annual amounts of \$750 for a single plan and \$1,500 for a family plan. These contributions will continue to be distributed on a monthly basis.
5. Renew the HSA agreement currently in place with Associated Bank. This renewal is favorable as it extends the current waiver of monthly service fees for accounts with balances less than \$1,000, and there are no monthly service fees for accounts with balances at \$1,000 or more. (Attachment D – HSA Agreement)
6. Continue with the Health Reimbursement Arrangement (HRA) for 2022, up to \$1,250 for a single plan and up to \$2,500 for a family plan, which provides coverage for employees enrolled in the High Deductible Health Plan (HDHP), to help offset deductible and out-of-pocket costs. The HRA becomes available once the employee reaches the access point of \$1,500, which is required for HDHPs.
7. Continue with the Nice Healthcare Program.
8. Continue with Go365 to encourage wellness activities, as well as to capture the health risk assessments and record the biometrics screenings strongly recommended to be completed through the Nice Program.
9. Continue with Serve You Rx as the Pharmacy Benefit Manager.
10. **PENDING** - Sun Life is the incumbent provider for the administration of the stop loss protection. The renewal offer for this coverage is 14%. As such, this element of the plan is out to bid and a recommendation will be forthcoming in October.
11. **PENDING** - Sun Life is the incumbent provider for both the City's life insurance and long-term disability plans. The renewal offer for life insurance was favorable at a 0% increase with a two-year rate lock, however, the disability came in at 39%. Since these lines are typically partnered, both elements are out to bid and a recommendation will be forthcoming in October.
12. ***Transition to a new Third-Party Administrator for the City's dental plan. The request is to transition from United Health Care to Delta Dental who will bring: (1) overall improved network discounts allowing participants to obtain more services for their dental allowance, (2) better pricing, and (3) excellent customer service. This program provides a high match with the providers that participants are using today. (Attachment E – Comparison of Dental TPAs)***
13. No change to the vision provider, VSP, as the City previously received a 4-year rate lock which covers 2022, and the experience with this provider has been favorable.
14. No change in the flexible spending program, currently through Employee Benefits Corporation, including dependent care, standard health care, and limited health care, as there is no change in pricing and the experience with this provider has been favorable.

15. *Add a new resource, the USI Benefit Resource Center, at no additional cost, for employees to provide another point of contact for items such as: (1) customer service representatives to assist with finding providers; (2) obtaining detailed benefit information; (3) assisting with the open enrollment process; (4) being able to answer just about any question posed in regard to the City's insurance benefits; (5) a repository for the City's Plan Documents; and (6) videos and tutorials that are available on demand for employees.*

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

COUNCIL ACTION REQUESTED

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



2022 Overall Health Insurance Budget - Actives and Retirees

9/21/2021

Expenditure Detail:	2022 Projected Expenditures	Revenue Detail:	2022 Projected Revenues
Specific Stop Loss (\$149.59/\$377.19)	\$736,000	City for Active Employees:	\$2,293,400
Aggregate Stop Loss (\$8.22)	\$19,400	Active Employees:	\$468,900
Medical Admin (includes reduction in rate for change to UMR as TPA - \$49.87)	\$117,900	City for Retirees (ER/EE split as of 8/2021):	\$352,500
Total:	\$873,300	Retirees (ER/EE split as of 8/2021):	\$174,800
Claims Costs of \$2,352,700 - less plan benefits from Nice Healthcare of \$200,000	\$2,152,700	Total	\$3,289,600
Total Fixed & Claims:	\$3,026,000		
Other Costs:			
Consulting Fee	\$40,000		
Annual PCORI Fee	\$1,500		
Total Fixed/Claims/Other	\$3,067,500		
HSA Contributions	\$152,300		
HRA Coverage	\$126,900		
Health Plan Administration Cost	\$47,100		
Nice Healthcare cost (\$27*245 *12)	\$79,400		
Go 365 Plan (fees and rewards)	\$21,000		
Total Health Insurance fund Expenditures	\$3,494,200	Other Sources:	
Employee Average Annual Cost	\$17,737	Stop Loss Dividends	\$0
*Cost if a waived employee returns to the plan		Pharmacy Rebate Credit	\$123,400
		Investment Income	\$8,000
		Planned spenddown of Fund Balance	\$73,200
		Total Health Insurance Fund Revenue	\$3,494,200
			check \$0

2022 budget based on 197 plan participants

2022 vs 2021 Comparison	Participants	Overall Expenditure Budget	Cost per Participant
2021	178	\$3,276,055	\$18,405
2022	197	\$3,494,200	\$17,737
Difference	19 additional participants	\$218,145 increased expenditures	\$668 less per participant

Projected 2021 Expenditures vs. Projected Revenue

Description	Projected Expenses	Projected Annual Revenue:
Specific Stop Loss (\$131,222/\$330,877)	\$596,532	City for Active EE's: \$2,212,620
Aggregate Stop Loss (\$7.83)	\$16,725	Active Employees: \$478,630
Medical Admin (Includes increase in rate for change in pharmacy benefit manager) (\$57.18)	\$122,136	City for Retirees: \$224,150
Total:	\$735,393	Retirees: \$180,000
Claims Costs of \$2,344,460 - less plan benefits from Nice Healthcare of 235,914	\$2,108,546	Total: \$3,095,400
Total Fixed & Claims:	\$2,843,939	
Other Costs:		* Notes: all employees at preferred rate in 2021 / 9 currently vacant positions not used for revenue purposes /
Consulting Fee	\$54,500	
Annual PCORI Fee	\$1,382	Other Sources:
Total Fixed/Claims/Other	\$2,899,821	Stop Loss Dividends: \$56,640
HSA Contributions	\$118,500	Pharmacy Credits: \$123,400
HRA Coverage	\$202,500 x 55% = \$111,375	Investment Income: \$16,250
Health Plan Administration Cost	\$46,700	
Nice Healthcare (12.5 months of premium for 14 months of service)	\$78,638	
Go 365 Plan	\$21,021	
Total Health Insurance Fund Expenditures	<u>\$3,276,055</u>	Total Health Insurance Fund Revenue
Employee Average Annual Cost	\$18,405	<u>\$3,291,690</u>

Medical Benefit and Employee Contribution Summary
City of Franklin
 Effective January 1, 2022

Third Party Administrator	UMR	UMR
Plan Design	PPO Plan	High Deductible Plan (HSA Plan)
Calendar Year Deductible		
In-Network (Single / Family)	\$1 500 / \$4 500	\$3 000 / \$6 000
Out-of-Network (Single / Family)	\$4 500 / \$13 500	\$6 000 / \$12 000
Coinsurance Level		
Tier 1 Provider	85%	90%
Other In-Network Provider	80%	80%
Out-of-Network	60%	60%
Out-of-Pocket Maximum		
In-Network (Single / Family)	\$4 500 / \$9 000	\$4 500 / \$9 000
Out-of-Network (Single / Family)	\$13 500 / \$27 000	\$9 000 / \$18 000
In-Network Preventive Care	Covered at 100%	Covered at 100%
In-Network Office Copay		
Tier 1 Primary / Specialist	\$25 / \$50	Deductible then 90% Co-insurance
Other In Network Primary / Spec.	\$40 / \$70	Deductible then 80% Co-insurance
In-Network ER Copay	\$400	Deductible then 90% Co-insurance
In-Network UC Copay	\$100	Deductible then 90% Co-insurance
Virtual Visits	\$15	Deductible then 90% Co-insurance
Prescription Drug Copay		
Tier 1 / 2 / 3	\$10 / \$40 / \$60	Deductible then 90% Tier 1 Deductible then 80% Tiers 2 and 3
Specialty	25% coinsurance	Deductible then 80% Co-insurance
Monthly Contribution		
with health risk assessment		
Single	\$160 00	\$96 02
Family	\$386 00	\$232 26
without health risk assessment		
Single	\$196 24	\$128 52
Family	\$472 60	\$310 84
2022 Health Savings Account Yearly Contribution from the City (Pd out in monthly installments)		
Single	N/A	\$750 00
Family	N/A	\$1 500 00
2022 Health Reimbursement Arrangement		
Single	N/A	\$1 250
Family	N/A	\$2 500

Associated Benefits ConnectionTM Administrative Services Agreement

THIS AGREEMENT is made this 1 day October of 2021 by and among City of Franklin
(Employer You and Yours) Associated (Associated) and Associated Bank National Association (Associated Bank)
Unless otherwise indicated Associated and Associated Bank together are referred to herein as Associated We Us Our
and Ours

Whereas Associated has been licensed to provide third party administrative services relative to flexible spending accounts health reimbursement accounts and commuter benefits where required by state licensing rules

Whereas Employer has established a program (hereinafter Program) to make tax-favored arrangements such as

- Health Savings Accounts (HSAs)
- Health Reimbursement Accounts (HRA)
- Flexible Spending Accounts (FSA)
 - Healthcare FSA
 - Limited healthcare FSA
 - Dependent care FSA
 - Commuter Benefit Plan

Whereas the components of the program are subject to various legal requirements under ERISA COBRA HIPAA and IRS Code and other laws

Whereas Employer desires to retain Associated to provide certain administrative services in connection with the Program and Associated is willing to perform those services all as more fully described herein

Now therefore for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the Parties hereto do hereby agree as follows

Agreement mutual assent by the employer and Associated Benefits Connection®

Benefit Design Guide means the questionnaire titled Benefit Design Guide is required to complete for Associated to set-up and Employer to obtain the Services

Employer' sole proprietor partnership associated limited liability company or corporation that enters into a professional agreement and is retaining services from Associated Benefits Connection®

Employer Portal means the online portal accessible by the Internet used by Employer to obtain information related to services

ERISA" - The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that sets minimum standards for most voluntarily established retirement and health plans in private industry to provide protection for individuals in these plans
HIPAA means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder as amended, as it pertains to the privacy of medical information

Participant' means a person who enrolls in/or maintains an account or uses the participant portal

Participant Portal means the online portal accessible by the Internet used to obtain information related to elections and/or account(s)

Personal Information means any nonpublic information relating to an individual that is exchanged between the Parties

Personal Information includes but is not limited to an individual's name address or telephone number Social Security number driver's license number account number credit or debit card number personal identification number and passwords

PHI means Protected Health Information and records prepared kept and maintained by a covered entity as that term is defined under HIPAA includes but is not limited to patient health records and treatment records that are confidential under state or federal law

Plan Documents are a written plan that documents the structure rules and sponsor information on the plan

Plan Sponsor' means the Employer

Program means a collection of resources our system functionality for HSA/TPA Services

Program Fees - means the fees for Services as set forth in the Program Fees Addendum as updated and amended from time to time

I. SCOPE OF RELATIONSHIP.

- a EMPLOYER HAS THE SOLE AND FINAL AUTHORITY to establish maintain and control and manage the operation of the Program Associated's services under this Agreement are solely ministerial and non-discretionary in nature Associated does not assume any responsibility for the general design of the Program the adequacy of its funding or



any act or omission or breach of duty by Employer Nor is Associated in any way deemed an insurer underwriter or guarantor with respect to any benefits payable under the Program Associated merely facilitates payments of insurance premiums to the applicable insurer or reimbursements to participants as that term is defined by ERISA (hereinafter "Participants") and does not assume any financial risk or obligation with respect to premium payments or claims for benefits payable by Employer under the Program To the fullest extent permitted under applicable law Associated does not intend to be a "named fiduciary" "plan sponsor" or "plan administrator" (as such terms are defined in ERISA other applicable law, or the Program document) or assume any of the OBLIGATIONS OR RESPONSIBILITIES CORRESPONDING TO THOSE DESIGNATIONS

- b Unless required by applicable law nothing in this Agreement shall be deemed to (A) render Associated a party to the Program (B) confer upon Associated any authority or control respecting management of the Program authority or responsibility in connection with administration of the Program or responsibility for the terms or validity of the Program or (C) impose upon Associated any obligation to any employee of Employer any Participant or any person otherwise entitled to benefits through the Program

II. RESPONSIBILITIES OF THE PARTIES

a Plan Sponsor and Administrator

- i Employer is both the sponsor and administrator of the Plan and is responsible for
- 1 ensuring the Program complies with all applicable federal, state and local taxes including IRS Code §§ 105, 106, and 125
 - 2 establishing, amending, terminating and interpreting the Program documents and provisions
 - 3 determining whether particular claims shall be paid
 - 4 collecting refund payments from Participants in situations such as overpayments due to process contribution amounts, excess deduction amounts, debit card retrospective claims review collections and other situations requiring refund of overpayments and
 - 5 timely notifications of Participant terminations from the Program
- ii Employer will provide names and information for persons authorized to take actions for or provide information on behalf of Employer and/or the Program Until notified of a change, Associated may reasonably rely upon this information

b Program Design

- i Employer will provide Associated with a completed Benefit Design Guide for any components of its Program prior to the Effective Date of this Agreement.
- ii Completion of the Benefit Design Guide and this Agreement constitute adoption of the Program as identified in the Benefit Design Guide
- iii To the best of its ability Employer will notify Associated of any changes to the Program at least 30 days before the effective date of such changes Program changes are subject to review and approval by Associated
- iv Employer agrees to hold Associated harmless for any retroactive changes to the plan design In the event the change requires reprocessing of claims Employer agrees to pay the fee as set forth in the Program Fees

c Plan Documents

- i Associated will supply template plan documents to Employer It is Employer's responsibility to create and maintain lawful Program documents including Summary Plan Description any amendments or material modifications as applicable and any resolutions enacted pertaining to the adoption and operation of the Program
- ii Associated will operate as though the template documents are the Program documents unless otherwise provided by Employer
- iii Associated will make Program documents available in the Participant Portal when provided by Employer
- iv Employer is responsible for the Program's compliance with all applicable laws and regulations including amendments to the plan documents as necessary to comply with changes to laws or regulations as well as distribution of documents in accordance with ERISA section 125
- v Employer is responsible to pay any fee or penalty arising from the Program that is assessed by the IRS Department of Labor and/or other federal state or local governmental agencies

d Enrollment and Eligibility

- i Associated will provide Employer its standard enrollment kit in electronic format If the Employer requires paper enrollment there may be a separate fee charged as set forth in the Program Fees
- ii Employer agrees to supply all necessary information to Associated for enrollment of Participants in the Program
- iii The submission of a Participant's enrollment form or data sent to Associated by the Employer regarding enrollment of a Participant shall inform Associated that such Participant is eligible to participate in the Program and shall relieve Associated of any requirement to investigate the eligible status of the Participant
- iv In supplying Participant information for nondiscrimination testing Employer will not provide a true employee identifier. In other words the identification number supplied will not include any Participant's Social Security number birth date or any other identification number as assigned by Employer and used in the regular course of

employment Where Employer uses a true employee identifier for nondiscrimination testing Employer agrees to hold Associated harmless regarding the use of that identification number

- v Employer agrees to notify Associated immediately upon termination of employment or other loss of eligibility of a Participant from a Program
- vi Associated shall have no liability to Employer or Participant as a consequence of inaccurate eligibility information and Associated shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid between the end of a Participant's eligibility period and the period when Associated was notified which occurred as a consequence of Employer failing to provide notice of any changes to Participant eligibility

e Debit Card

- i Associated will provide Participants with a debit card integrated with the Program which will allow them to make purchases for eligible expenses under the Program The debit card can be used at any eligible merchant provided the merchant has configured the merchant code to identify itself correctly Associated has no control over a merchant's use of codes and whether the debit card is allowed or disallowed at a point of sale
- ii Debit cards are subject to the terms and conditions described in the cardholder agreement between the issuer and the individual Participants This agreement will be provided with the issuance of the debit card
- iii Where Participants use the debit card charges will be auto-adjudicated pursuant to IRS rules where possible In the event the purchase cannot be auto-adjudicated Associated will request substantiation from the Participant.

f Claims

- i Participants may make claims for reimbursement from the Program through either the Participant Portal through use of the debit card or by submitting a paper reimbursement form which is found either in the Participant Portal or by calling Participant Services
- ii Associated will review claims received from Participants in accordance with standards set forth under applicable law including IRS guidelines concerning eligible expenses, and Department of Labor claims procedure regulations Associated shall have no discretionary authority with respect to the processing of claims under the Program as such claims shall be processed in accordance with the framework of policies interpretations, rules practices and procedures established by Employer for the Program
- iii Associated will process reimbursements to eligible Participants for eligible expenses in accordance with Plan terms and in its usual and customary manner
- iv Reimbursements will be processed upon Associated receiving a claim request with all pertinent information, including enough information to substantiate the claim and where Employer has sufficient funds at the time the claim is submitted Reimbursements will occur within a timeframe established in the Benefit Design Guide
- v Where Employer allows Participants to receive paper checks, Employer understands Participants must have a minimum reimbursement of \$5 for a check to be issued Otherwise, claim reimbursement will be held until the \$5 threshold is met, or until the end of the plan year whichever occurs first. Employer authorizes Associated to affix to paper reimbursement checks any facsimile signature Employer provides to Associated If Employer fails to provide a facsimile signature to Associated, Employer authorizes any officer of Associated and its affiliates to sign paper reimbursement checks as the representative of and on behalf of Employer
- vi If Participant is not able to substantiate a claim or if payment for an expense is advanced through the debit card and subsequently deemed not an eligible expense under the Program Associated will attempt to collect these amounts from the Participant, withhold from future claims to Participant and/or disable the debit card to the extent permitted by applicable law Where unsuccessful Employer will be responsible for collecting such amounts
- vii Where a claim is not paid in full Associated shall provide written denial notices in accordance with the terms and conditions including timeframes of the applicable Program and applicable law
- viii If an administrative error occurs resulting in an overpayment or other erroneous payment to a Participant Associated retains the right to recoup the overpayment from the Participant so the Program can be appropriately credited

g Appeals

- i Where a Participant files an appeal of any denial Associated will review in accordance with ERISA claims appeal rules, where applicable
- ii Associated will act in the capacity of claims fiduciary and will have the authority and responsibility for interpreting the provisions of the Program and deciding all questions of fact and/or interpretation arising under the Program

h Reporting

- i Associated shall make available to Employer at least monthly via the Employer Portal report(s) providing information such as transactions from Participant accounts during the preceding month payment history, and status of claims
- ii Employer must review reports timely and notify Associated within two (2) business days of any errors identified After that period Associated will correct statements or transactional errors reflected on statements but will not be

liable for consequential damages due to any errors not reported timely

- iii Periodically where applicable Associated will make data available to the Employer that identifies the Participant and amounts to enable Employer to deduct an amount equal to the unsubstantiated or ineligible reimbursement from the Participant's paycheck or to add to the Participant's taxable wages if allowed by applicable law
- iv Where Employer offers an HRA, Associated will report to the Centers for Medicare and Medicaid Services under Medicare section 111 for any applicable individual Employer agrees to provide information to Associated timely, including Participant Social Security numbers to identify Medicare recipients and to complete Section 111 reporting Where Employer fails to provide this information timely, Employer holds Associated harmless including for any penalties from the Centers for Medicaid and Medicare Services
- v Upon request, Associated will provide Employer a summary of fees paid by Employer or by Participants for the most recent plan year for purposes of preparing a Schedule C (Form 5500) for the Program
- vi Annually Associated will provide a report of all reimbursement of claims to Employer, which will be made available in the Employer Portal
- vii Employer shall be responsible for wage reporting and any other tax reporting requirements applicable to it and/or the Program under federal, state or local law

i Books and Records

- i Associated will maintain the usual and customary books record and documents, including electronic records, that relate to the Program and its Participants that either were prepared or provided to Associated These books records and documents are the property of Employer and Employer has the right of continuing to access them during normal business hours at the offices of Associated with reasonable prior notice
- ii Associated will maintain these records for a period of 7 years or until delivered to Employer whichever occurs first.
- iii Upon termination of this Agreement, Associated will deliver or make available for retrieval all books records, and documents, subject to any right to retain any copies as necessary to comply with any law or regulation Employer may be subject to reasonable charges for transportation, copying or providing an electronic copy in a useable format
- j Non-discrimination testing
 - i Employer is responsible for non-discrimination testing of the Program under applicable IRS code prior to the plan start date and prior to any renewal plan year start date
 - ii Associated agrees to assist Employer by providing certain non-discrimination testing annually for the Program Additional testing can be conducted for an additional cost as identified in the Program Fees
 - iii Testing will include the following tests where applicable (KeyDCAP) Section 125 25% Key Employee Concentration Test Section 129 More than 5% Owners Concentration Test and Section 129 55% Average Benefits test
 - iv Employer agrees to provide all necessary information in the format requested by Associated If the information is not provided as requested Associated is unable to complete non-discrimination testing
 - v Employer is solely responsible for resolving any issues raised by non-discrimination testing Associated may provide general guidance but ultimately it is up to the Employer to choose what option if any, to implement in order to correct the failure and take appropriate action
 - vi Employer agrees to keep all records of any non-discrimination testing as well as records relating to remediation of issues

k Customer Service

- i Associated will maintain a telephone support line for Employers
 - ii Participants will also have access to toll-free telephone support with live assistance during standard operating hours on weekdays An automated telephone response system will be available 24 hours a day 7 days a week
 - iii Associated shall not be deemed to be in default of this Agreement as a result nor held responsible for, any cessation interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to natural disaster act of God labor controversy civil disturbance disruption of public markets war or armed conflict or the inability to obtain sufficient materials or services required in the conduct of its business including internet access or any change in or the adoption of any law judgment or decree

l Portal

- i For purposes of this agreement Employer Portal means the online portal accessible by the internet Associated will provide access to its Employer Portal to allow Employer to enter and update Participant information, access account information enrollment forms and reimbursement forms and to download reports Employer may also verify whether a Program account has been opened for a Participant and transmit payroll information Employer is responsible for all hardware and software necessary to access the Employer Portal

- ii Participants will be provided an opportunity to utilize the Participant Portal an online portal accessible by the internet, to enroll in the Program, update information view claims and obtain electronic forms relating to the Program Participants utilizing the Participant Portal will be required to electronically agree to the Portal agreement, ESIGN acknowledgment, and a Mobile App agreement where they choose to also use the mobile app
- iii The Employer and Participant Portal will be available 24 hours a day 7 days a week except during periods of scheduled system maintenance and upgrades Employer acknowledges that the internet is a publicly accessible network and not under the control of any party Associated's provision of service is dependent upon the proper functioning of the internet and services provided by telecommunications carriers firewall providers encryption system developers and others

III. FUNDING.

- a Employer is responsible for claims made pursuant to, and the benefits to be provided by the Program Employer agrees to accept liability for and provide sufficient funds to satisfy all payments to Participants under the Program including claims for reimbursement for covered expenses as described in the applicable Program documents if such expenses are incurred and the claim is presented for payment during the term of this Agreement or any subsequent run-out period as may be specified by the Program
- b Employer will provide Associated with information relating to a Employer-owned bank account ("Account") Employer is required to deposit funds for the purposes of funding claim reimbursements and debit card transactions
- c For debit card transactions, Associated will initiate auto debit from the Account as funds are needed
- d Employer shall cooperate with Associated to reconcile accounts in the event of discrepancies between contribution file and the actual funds transmitted and received by the Account.
- e The funds in the Account shall be clearly separate from any funds otherwise made available for other purposes (e.g. service charges fees and expenses) It is the Employer's intent that the Program be operated to fall within an exception or nonenforcement policy with respect to ERISA's trust requirement for plan assets
- f Employer authorizes Associated to draft payment and/or make periodic withdrawals from the Account as specified in the Benefit Design Guide for the amount of all claims received for the designated period of time Employer must complete an Auto-Debit Authorization form and update such form any time there are changes to the Account
- g In the event of non-sufficient funds ("NSF"), Employer agrees to any additional fee as outlined in the Program Fees Moreover Associated may require Employer to fund a collateral account sufficient to pay future claim reimbursements

IV. FEES.

- a Employer agrees to pay all Program Fees as applicable Employer shall either complete an Automated Clearing House (ACH) Electronic Funds Transfer authorization to provide Associated the ability to collect fees or provide other means to collect all Program Fees, as mutually agreed upon
- b Fees are set forth in Addendum A Program Fees, as of the Effective Date of this Agreement However, fees may change at any time You will be provided notice within 30 days of any change Optional services are billed separately and subject to change Additional fees for services not otherwise addressed in Program Fees will be agreed upon by both Parties
- c Setup fees where applicable are nonrefundable after the Effective Date of this Agreement.
- d Where Associated has reason to believe Employer's financial condition is such that fees may not be paid timely Associated may require payment in advance of performing services for any particular period
- e HIPAA Associated is not a "covered entity" or "plan sponsor" as those terms are defined under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder as amended However Associated may be a "business associate" of Employer and as such should have a Business Associate Agreement. Any Business Associate Agreement attached to this Agreement in Exhibit B or as modified from time to time and executed by both Parties is incorporated herein by reference If there is a conflict between this Agreement and the Business Associate Agreement the Business Associate Agreement will control but only with respect to the subject matter of the Business Associate Agreement

V. CONFIDENTIALITY AND DATA SECURITY.

- a Confidential Information covered by this Agreement includes but is not limited to the following
 - i any Personal Information or PHI (as such terms are defined herein)
 - 1 Personal Information means any nonpublic information whatsoever relating to an individual that is exchanged between the Parties Personal Information includes without limitation an individual's name address or telephone number Social Security number driver's license number account number credit or debit card number personal identification number and passwords

- 2 PHI means Protected Health Information and records prepared kept and maintained by a covered entity as that term is defined under HIPAA including without limitation patient health records and treatment records that are confidential under state or federal law
- ii business or financial information relating to data processing personnel marketing and business plans sales customers pricing, costs cost estimates cost projections and quotations
 - iii other information which Discloser identifies in writing as confidential before or within thirty (30) days after disclosure to Recipient.
- b Both Parties each acknowledge that in contemplation of entering into this Agreement each party has revealed and disclosed and shall continue to reveal and disclose to the other information which is proprietary or confidential information of such party Employer and Associated agree that each party shall (1) keep such proprietary or confidential information of the other party in strict confidence, (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information, (3) not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement unless required to do so by a court of competent jurisdiction or a regulatory body having authority or require such disclosure and (4) comply with the terms of use and disclosure of PHI in any Business Associate Agreement
- c Employer agrees to take appropriate measures to (a) protect the security and integrity of the Employer Portal (b) protect against unauthorized access to or use of the Employer Portal, (c) to protect all Participant information printed extracted downloaded or otherwise obtained from the Employer Portal from unauthorized access or disclosure, and (d) to protect all Personal Information provided to Associated or its third party vendor partner
- d All Personal Information and all information entered by Participants in the Participant Portal is owned by and shall always remain the property of Associated
- e Employer represents and warrants it will provide the appropriate disclosures to and obtain the appropriate authorizations or consents from its employees that may be required under applicable law prior to sending the personal or financial information to Associated Associated is under no duty to obtain authorization or consent and shall not be liable for any failure by Employer to obtain such authorization or consent.
- f Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof (1) if when and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information, (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party, or (3) if required by applicable law or regulation or regulatory body or otherwise pursuant to its obligations under the Business Associate Agreement
- g In the event Employer identifies unauthorized access to or release of Personal Information, or unauthorized access to the Employer Portal (collectively a "Security Breach Event") Employer must notify Associated immediately and not later than within 24 hours of discovery or suspicion of a Security Breach Event has occurred Notification will be given to Associated via telephone at 920-405-2999 or via email at cyberdefensecenter@associatedbank.com Employer must also take appropriate and timely action to address the Security Breach Event, including investigating the cause thereof and making the appropriate changes to its systems practices programs and controls to mitigate the likelihood of a recurrence Employer will keep Associated informed in a timely manner of all relevant information regarding the Security Breach Event, including without limitation the conditions leading to the Security Breach Event the root cause thereof, the current status of the Security Breach Event whether the information involved was encrypted, and all other information requested in order to ascertain the specific information subject to the Security Breach Event and the identities of all affected individuals
- h Employer shall defend hold harmless and indemnify Associated from and against any and all losses damages liabilities judgments, fines penalties, costs and expenses (including without limitation attorneys fees and expenses) whatsoever arising because of the unauthorized access to or release of Personal Information except where such unauthorized access or release is the result of a breach of Associated's obligations under this Agreement Employer acknowledges that in addition to indemnification of claims asserted by third parties the foregoing indemnification obligation covers without limitation the costs directly or indirectly incurred in notifying affected parties of the unauthorized access to or release of Participant information and purchasing identity theft remediation services including credit monitoring for affected parties any fines or penalties assessed by regulatory authorities or industry groups or organization, and the cost of any study commissioned to determine the cause of the unauthorized access to or release of Personal Information

VI. TERM AND TERMINATION.

- a Term The initial term of this Agreement shall commence on the Effective Date set forth above for a period of one (1) year (Initial Term) and shall thereafter automatically renew subsequent periods for the same length as the Initial Term with each period referred to as a "Renewal Term" unless otherwise terminated as set forth herein
- b Termination
 - i Automatic Termination This Agreement will automatically terminate at the earliest of the following (1) the effective date of any legislation which makes the Program or this Agreement illegal (2) the date either party becomes insolvent, bankrupt or subject to liquidation receivership or conservatorship or (3) the termination date of the Program, subject to any agreement between the Parties regarding payment of benefits after the Program is terminated
 - ii Termination for Cause
 - 1 Associated may terminate this Agreement upon written notice in the event Employer fails to pay the Program Fees where applicable, or fails to provide funds for payment of claims within ten (10) business days after they are due and payable
 - 2 Either party may terminate this Agreement without penalty for material breach of this Agreement upon giving thirty days (30) advance written notice and provided the breaching party fails to cure such material breach within such notice period
 - iii Termination without Cause Either party may provide notice of non-renewal to the other at least ninety (90) days in advance of the end of current term
- c Impact of Termination
 - i Upon termination of this Service Agreement, Associated will complete services that pertain to the period prior to the effective date of the termination This will include review and payment of claims for the 90-day period after the final plan year (or part thereof) Employer is responsible for all fees related to these services during that period
 - ii Associated may charge reasonable fees for reports or other information requests from Employer following termination of this Agreement
- d The provisions in this Agreement regarding indemnity confidentiality privacy security limitation of liability governing law dispute resolution, and venue shall survive the expiration or termination of this agreement for any reason as well as other provisions that by their nature are intended to survive termination of this Agreement

VII. INDEMNIFICATION

- a Whenever possible and consistent with this Agreement Associated will act as directed by Employer Associated is entitled to rely on any information provided by Employer as accurate valid and complete Moreover Employer agrees to indemnify Associated for its good faith actions or failures to act in accordance with directions or data received from Employer, including its authorized agents
- b Employer agrees to indemnify Associated its agents affiliates and subsidiaries successors and assignees (each an "Indemnified Party") from and against any and all losses damages claims demands actions causes of action and related costs or expenses including without limitation, reasonable attorneys fees and legal expenses and sums paid or incurred in connection with settling or defending such claims actions or judgments incurred by or made against the Indemnified Party as a result of (i) any breach of Employer's material obligations representations warranties or covenants under this Agreement, except to the extent resulting from the gross negligence bad faith or willful misconduct on the part of the Indemnified Party (ii) any negligent act or omission or misrepresentation by any officer director employee or authorized agent of Employer in connection with the performance of Employer's duties under this Agreement, or (iii) actions or failures to act in accordance with the directions and data received from Employer or Employer's authorized agents
- c Employer further indemnifies Associated from any liability expense demand or other obligation resulting from or arising out of any applicable premium charge tax, or similar assessment (federal or state) for which the Program or Employer is solely liable
- d These obligations are in addition to any indemnification obligations related to confidentiality referenced herein
- e Associated agrees to hold Employer its employees directors and agents harmless against all damages losses and other liabilities incurred arising from any gross negligence or intentional misconduct by Associated in performing this Service Agreement
- f Associated has the right to elect to assume defense and control such defense including selection of counsel

VIII. LIMITATION OF LIABILITY.

- a While knowledge of the legal tax and financial issues related to the products, services and advice offered by Associated is an important part of its expertise the products services and advice do not constitute and should not be construed as providing legal tax or financial advice Employer agrees to use the products services or advice offered

- under this Agreement at its own risk and to take full responsibility for any use it may make of the products services or advice offered under this Agreement Employer acknowledges that, in providing products services or advice under this Agreement Associated is not acting in the capacity of a fiduciary and Employer hereby waives any rights to pursue any type of fiduciary claim against Us
- b Associated is not responsible or liable for acts or omissions made in reliance upon erroneous data provided by Employer including officers employees agents or subcontractors or Employer s failure to perform duties or obligations under this Agreement
 - c Employer agrees that Associated shall not be liable in any respect for the actions or omissions of any third party wrongdoers (i e hackers not employed by such party or its affiliates) or any third parties involved in the services and shall not be liable in any respect for the selection of any such third party unless that selection was grossly negligent
 - d NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN NEITHER ASSOCIATED NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL INCIDENTAL EXEMPLARY PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME GOODWILL OR DATA), WHETHER OR NOT ASSOCIATED OR ITS AFFILIATES KNEW OR WERE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES IN NO EVENT SHALL ASSOCIATED NOR ITS AFFILIATES BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY (I) IN THE CASE OF A TRANSFER OF MONEY OR OTHER PAYMENT THAT IS MISDIRECTED LOST OR OTHERWISE PAID TO THE WRONG PERSON AS A RESULT OF FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR APPLICABLE LAW FOR AN AMOUNT IN EXCESS OF THE FACE AMOUNT OF SAID TRANSFER AND (II) IN ALL OTHER CASES FOR AN AMOUNT IN EXCESS OF THE TOTAL PROGRAM FEES PAID BY EMPLOYER DURING THE TWELVE-MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE CLAIM OCCURRED
 - e NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST ASSOCIATED UNDER THIS AGREEMENT
 - f NO CLAIM MAY BE ASSERTED AGAINST ASSOCIATED WITH RESPECT TO ANY EVENT ACT OR OMISSION THAT OCCURRED MORE THAN THIRTY-SIX (36) MONTHS PRIOR TO SUCH CLAIM BEING ASSERTED

IX. INTELLECTUAL PROPERTY

Each party owns all right title and interest (including all intellectual property rights) in and to its trademarks service marks logos and tag-lines (collectively, "Marks") and this Agreement does not confer on a party any right interest claim or title in or to the other party's Marks or any intellectual property therein and no license (whether express or implied) is granted to a party by estoppel or otherwise to the other party's Marks or any intellectual property therein

X. SURVIVAL

The provisions of Sections V, VII VIII XI and XII shall survive the expiration or termination of this Agreement for any reason as well as other provisions that by their nature are intended to survive the termination of this Agreement

XI. ARBITRATION

If the parties are unable to resolve any Dispute as contemplated by Section 12 of this Agreement such Dispute will be resolved by binding arbitration in accordance with the terms of this Section as set forth below Any party may by summary proceedings bring an action in court to compel arbitration of a Dispute Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute

Governing Rules Arbitration proceedings will be administered by the American Arbitration Association ("AAA") or such other administrator as the parties will mutually agree upon Arbitration will be conducted in accordance with the AAA Commercial Arbitration Rules If there is any inconsistency between the terms hereof and any such rules the terms and procedures set forth herein will control All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code) The arbitration will be conducted at a mutually-agreed upon location in the state whose laws are set forth in Section 12.1 of this Agreement as the governing law for the Agreement ("Arbitration State") as selected by the AAA or other administrator the parties hereby waive any claim of forum non conveniens All statutes of limitation applicable to any Dispute will apply to any arbitration proceeding All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction provided however that nothing contained herein will be deemed to be a waiver, by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law



No Waiver Provisional Remedies No provision hereof will limit the right of any party to obtain provisional or ancillary remedies including injunctive relief attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration State or elsewhere before after or during the pendency of any arbitration or other proceeding The exercise of any such remedy will not waive the right of any party to compel arbitration or reference hereunder

Arbitrator Powers Arbitrators (i) will resolve all Disputes in accordance with the substantive law of the Arbitration State without regard to such state's conflict of laws provisions (ii) may grant any remedy or relief that a court of the Arbitration State could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) will have the power to award recovery of all costs and fees to impose sanctions, and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or the Rule of Civil Procedure in the Arbitration State

XII: GOVERNING LAW; DISPUTE RESOLUTION; VENUE

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles and to the extent applicable the laws of the United States

The parties will attempt in good faith to amicably resolve any dispute, claim or breach arising out of or relating to the Agreement (each, a "Dispute") by negotiations between executives of the parties who have authority to settle the Dispute

The parties shall continue to perform its obligations under the Agreement in good faith during the resolution of such dispute as if such dispute had not arisen unless and until the Agreement is terminated

The parties hereby agree that the Wisconsin Circuit Court for Brown County and the United States District Court for the Eastern District of Wisconsin shall have exclusive jurisdiction over any controversy between the parties hereto relating to the Agreement The parties hereto hereby submit to the personal jurisdiction of such courts hereby waive any claim or defense based on the jurisdiction or venue of such courts and agree not to commence an action against the other party in any other court

XIII: FORCE MAJEURE

Neither party shall be liable for any delay in performing hereunder if such delay is caused by conditions beyond its control such as (by way of illustration) government restrictions wars, insurrections acts of terrorism pandemic or natural disasters provided the affected party is without fault in causing such delay uses all reasonable diligence to mitigate the effects of the force majeure event and restore normal operations as soon as possible and implements its disaster recovery Benefit Plan in accordance with its terms, as applicable

XIV. MISCELLANEOUS.

- a Employer agrees all electronic transfers of funds are subject to the rules of applicable automated clearinghouse organizations, state laws, and federal laws and regulations
- b Each Party agrees to retain a copy of this Agreement for the duration of the relationship and for six (6) years thereafter or as otherwise required by state or federal law
- c Assignment Employer may not assign this Agreement or its duties hereunder without Associated's prior written consent.
- d Waiver The failure of either party to enforce at any time or for any period any of the provisions of this Agreement shall not be construed as a waiver of such provisions
- e This Agreement is a valid and legal agreement binding on the parties hereto and enforceable in accordance with its terms If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or to violate any applicable law then it shall be deemed null and void solely to the extent thereof without affecting the rest of this Agreement.
- f Notice Any notice request demand or other communication required or permitted to be given hereunder shall be deemed to be given upon receipt after having been personally delivered deposited in the United States mail certified or registered mail, postage prepaid return receipt requested or with a nationally recognized overnight delivery service (e.g. Federal Express DHL UPS) as follows
- g Employer The most recent address and contact information on file
 - i Final agreement This Agreement contains the complete understanding of the parties relating to the subject matter herein and shall be deemed to supersede and cancel all previous contracts arrangements prior negotiations and/or understandings
 - ii Associated Bank PO Box 19097 Green Bay WI 54307

IN WITNESS WHEREOF the parties hereto have executed the foregoing Agreement as of the date first written above

EMPLOYER

By _____

Print Name _____

Title _____

Date _____

ASSOCIATED

By Melissa Hukriede

Print Name Melissa Hukriede

Title SVP Director of Client Services

Date _____

Addendum – Business Associate Agreement

This Business Associate Agreement (Agreement) is entered into between Enter Employer Name (Covered Entity) and Associated Bank N A (Business Associate) collectively The Parties as of Enter Effective Date (Effective Date)

I. BACKGROUND

Business associate is the claims administrator for Covered Entity s Health Reimbursement Account (HRA) and/or Health Flexible Spending Account (FSA) As such Business Associate will have access to Protected Health Information (PHI) related to those plans The purpose of this Agreement is to comply with the business associate agreement requirements as set forth in HIPAA and as amended by HITECH In the event of any inconsistency between the provisions of this Agreement and the HIPAA Privacy and Security Rules as may be amended from time to time by the Secretary or as a result of interpretations by HHS a court or another regulatory agency the HIPAA Privacy and Security Rules shall prevail

II. DEFINITIONS

- a Breach shall have the meaning given in 45 CFR §164 402
- b Designated Record Set shall have the meaning given in 45 CFR §164 501
- c Electronic Protected Health Information shall have the meaning given in 45 CFR §160 103
- d HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 and any amendments thereto
- e HIPAA Privacy and Security Rules shall mean HIPAA HITECH 45 CFR parts 160-164 and any other implementing regulations pertaining to the privacy or security of PHI
- f HITECH shall mean the Standards for Privacy and Security of Personal Health Information in Subtitle D (Privacy) of the Health Information Technology Economic and Clinical Health Act of 2009
- g Limited Data Set shall have the meaning given in 45 CFR §164 514(e)(2)
- h Minimum Necessary shall mean a Limited Data Set or if needed, the minimum necessary PHI to accomplish the intended purpose of a use disclosure or request until the effective date of the guidance required by §13405(b)(1)(B) of HITECH at which time the term shall have the meaning specified in such guidance
- i Protected Health Information (PHI) shall have the meaning given in 45 CFR §160 103 limited to the information created or received by Business Associate from or on behalf of Covered Entity
- j Required by Law shall have the meaning given in 45 CFR §164 103
- k Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee
- l Unsecured Protected Health Information shall have the meaning given in 45 CFR §164 402

III. BUSINESS ASSOCIATE ACKNOWLEDGEMENTS, OBLIGATIONS, PERMITTED USES AND DISCLOSURES

- a Business Associate acknowledges it is subject to the requirements of the HIPAA Privacy and Security Rules to the extent required by HITECH and will comply with those rules and any other requirements applicable to Business Associate relating to the confidentiality of PHI under any federal or state law including but not limited to the regulations pertaining to the confidentiality of substance use disorder patient records found at 42 CFR Part 2
- b Except as otherwise expressly limited in the Agreement, Business Associate may use or disclose PHI
 - i To perform functions activities, or services for or on behalf of Covered Entity in connection with the Agreement and any other agreements in effect between Covered Entity and Business Associate
 - ii For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that if Business Associate further discloses PHI
 - 1 The disclosure is Required by Law or
 - 2 The Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached
 - iii To provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164 504(e)(2)(i)(B)
 - iv To report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164 502(j)
 - (1) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law
- c Except as permitted by 45 C F R §164 502(b)(2), Business Associate agrees to limit its use disclosure and requests of PHI under the Agreement to the Minimum Necessary
- d Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as

provided for by this Agreement and will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Privacy and Security Rules.

- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any security incidents of which it becomes aware, and agrees further to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to immediately report to Covered Entity as soon as reasonably practicable, but not later than 60 days after becoming aware of any Breach of Unsecured Protected Health Information in accordance with 45 CFR §164.410. Business Associate agrees to ensure that any subcontractor(s) that create, receive, maintain, or transmit PHI on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI as required by the HIPAA Privacy and Security Rules.
- g. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- h. Business Associate agrees to provide to Covered Entity or an individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section III (h) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528.
- i. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- j. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner reasonably designated by Covered Entity.
- k. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining compliance with the HIPAA Privacy and Security Rules.
- l. Business Associate agrees it shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as specifically permitted by 45 CFR §164.502(a)(5)(ii).

IV. COVERED ENTITY OBLIGATIONS

- a. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy and Security Rules if done by Covered Entity.
- b. Except as permitted by 45 CFR §164.502(b)(2), Covered Entity agrees to limit its use, disclosure, and requests of PHI under the Agreement to the Minimum Necessary.
- c. Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's Notice of Privacy Practices under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- d. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- e. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- f. Covered Entity shall be solely responsible for determining which entities and individuals it shall give access to PHI, whether PHI is maintained by Covered Entity directly or whether PHI is maintained through any third-party source, website, or data base. Covered Entity's responsibility in granting such access will include the responsibility to monitor and terminate access where appropriate.
- g. Covered Entity shall be responsible for complying with the Breach notification rules in HITECH §13402 and implementing regulations (45 CFR §164.402).

V. TERM AND TERMINATION

- a This Agreement shall remain in effect until such time as all other agreements between Covered Entity and Business Associate are terminated unless terminated earlier as provided herein
- b Upon one party s knowledge of a material violation of this Agreement by the other party the non-violating party shall either (a) provide an opportunity for the violating party to cure the violation or end the violation and terminate this Agreement (and any underlying agreement) if the violating party does not cure the violation or end the violation within ten (10) business days or (b) immediately terminate this Agreement (and any underlying agreement) if cure is not possible
- c Except as provided in paragraph (d) of this section upon termination of this Agreement for any reason Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate Business Associate shall retain no copies of the PHI
- d In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible Upon mutual agreement of the Parties that return or destruction of PHI is infeasible Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI

VI. MISCELLANEOUS

- a Regulatory References A reference in this Agreement to a section in the HIPAA Privacy and Security Rules means the section as in effect and for which compliance is required
- b Amendment The parties mutually agree to enter into good faith negotiations to amend this Agreement from time to time in order for Covered Entity or Business Associate to comply with the requirements of HIPAA or HITECH as they may be amended from time to time and any implementing regulations that may be promulgated or revised from time to time
- c Interpretation Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules
- d No Third Party Beneficiaries The parties agree that there shall be no third party beneficiaries to this contract including but not limited to individuals whose PHI is created received, used and/or disclosed by this Business Associate in its role as business associate
- e No assignment Covered Entity and Business Associate agree that this Agreement will not be assignable by either party except as expressly provided herein
- f Binding Effect This Agreement shall be binding upon the parties hereto and their successors and assigns
- g Survival The respective rights and obligations of Business Associate, as described above in Section III shall survive the termination of this Agreement
- h Address for Notices to Business Associate Any notices that may be required to be provided to Business Associate under the terms of this agreement shall be provided in writing via certified mail to the following address

HIPAA Privacy Officer
 Associated Bank
 MS 7004
 2870 Holmgren Way Green Bay WI 54304

Any notices that may be required to be provided to Covered Entity under the terms of this agreement shall be provided in writing via certified mail to the main address Business Associate has on file for Covered Entity or such other address as designated by Covered Entity in writing

- i Entire Agreement This Agreement constitutes the entire Agreement between Covered Entity and Business Associate with respect to the matters covered herein Covered Entity and Business Associate agree that there were no inducements or representations leading to the execution of this Agreement nor any other agreements between them other than those contained in this Agreement
- j Counterparts This Agreement may be executed in any number of counterparts which when taken together shall constitute one original

ASSOCIATED BANK, N.A

COMPANY NAME

By Melissa Huknede

By _____

Print Name Melissa Huknede

Print Name _____

Title SVP Director of Client Services

Title _____



Addendum - Program Fees

Health Savings Accounts (HSAs)

HSAs allow employees enrolled in a high deductible health plan to save and invest funds to pay for qualified out-of-pocket healthcare expenses tax-free in a portable personal account

Pricing and fees

Account setup fee	Included	No account set-up/implementation fee for employer or employee account holder plus no annual fee
Monthly service fee: HSA deposit (cash) account	<input checked="" type="checkbox"/> \$0.00 Bundled <input type="checkbox"/> \$2.00 Unbundled <input type="checkbox"/> Employer Paid <input type="checkbox"/> Participant Paid	To qualify for bundled pricing employer must offer at least one other reimbursement account from Benefits Connection
		\$0 fee provided without bundling
Account stacking	One service fee applies	Can be stacked with FSA, CBP or HRA accounts (or both) The highest monthly service fee applies to stacked accounts
Debit card	Included	
Investment threshold	\$1,000	
Monthly investment fee	<input type="checkbox"/> \$2 Employer Paid <input checked="" type="checkbox"/> \$2 Participant Paid	If an employee chooses to invest, there will be a non-waivable \$2.00 monthly investment service fee plus a management fee equal to thirty basis points (0.030) per year on balances in employee investment accounts. Employees must maintain a minimum balance of \$1,000 in their HSA deposit (cash) account to invest. Other investment fees may apply.
SFTP Site creation (one-time per connection)	\$1,000	For electronic data exchange of enrollment and contribution data with a third-party system (i.e. payroll)
Electric enrollment materials	Included	
Printed enrollment materials	Quoted upon request	
HSA Monthly Account Summaries	Paper Statements \$4 <input type="checkbox"/> Employer Paid <input checked="" type="checkbox"/> Participant Paid eStatements Included	
Monthly Service Fee Effective Date		Monthly Service Fees on the Deposit Accounts are effective <u>1/1/2023</u> . Monthly Service Fees will not be charged on any employees' Deposit Account prior to this effective date. Monthly Service Fees will automatically begin being assessed starting in the calendar month of the effective date, other than those accounts which qualify for a fee waiver based on their Minimum Combined Balance as set forth above. Investment Account fees, if any, are effective immediately upon the effective date of this agreement.

VOLUNTARY DENTAL COST COMPARISON - Self-Funded

Enrollment Assumptions Single 91 Family 100

Effective 1/1/2022

Dental Carrier	UnitedHealthcare Specialty Benefits				UnitedHealthcare Specialty Benefits				Ameritas				Delta Dental				HUMANA			
	Single	Family	Monthly	Annually	Single	Family	Monthly	Annually	Single	Family	Monthly	Annually	Single	Family	Monthly	Annually	Single	Family	Monthly	Annually
FIXED COSTS																				
Administration Fees	\$6.36	\$6.36	\$1,214.76	\$14,577.12	\$6.36	\$6.36	\$1,214.76	\$14,577.12	\$4.20	\$4.20	\$802.20	\$9,626.40	\$4.80	\$4.80	\$916.80	\$11,001.60	\$4.84	\$4.84	\$524.44	\$11,093.28
Total Fixed Costs	\$6.36	\$6.36	\$1,214.76	\$14,577.12	\$6.36	\$6.36	\$1,214.76	\$14,577.12	\$4.20	\$4.20	\$802.20	\$9,626.40	\$4.80	\$4.80	\$916.80	\$11,001.60	\$4.84	\$4.84	\$524.44	\$11,093.28
Rate Guarantees									3 years				3 years				2 years			
Premium Equivalents	Single - \$42.00 & Family - \$108.00				Single - \$42.00 & Family - \$108.00				Single - \$43.04 & Family - \$110.68				Single - \$33.04 & Family - \$97.29				Single - \$39.04 & Family - \$100.38			

NOTE: Carrier rates are the rates for the plan year 2022. The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

NOTE: The actual contract for the plan year 2022 may vary from the rates shown above.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10-05-21
REPORTS & RECOMMENDATIONS	Committee of the Whole Recommendations	ITEM NUMBER G.15.

Recommendation from the Committee of the Whole Meeting of October 4, 2021:

Consideration of a Resolution Adopting the City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2021-_____, City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council.

Or as directed.

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 10/04/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Consideration of a Resolution Adopting the City of Franklin Code of Conduct for All Elected and Appointed Officials and the Rules of the Common Council</p>	<p style="text-align: center;">ITEM NUMBER</p>

BACKGROUND

Based on the outcome of an investigation in early 2021 regarding an employee complaint, the Attorney representing the City's Liability Insurance Provider recommended that the City make efforts to create proper, respectful, and effective communication protocols and initiate leadership improvements. To that end, over the past seven months, staff and the Council have been working very hard on creating two valuable documents. The first document, the City of Franklin Code of Conduct, is being recommended to ensure that all City Officials have clear guidelines for carrying out the responsibilities they are charged with, while maintaining high standards of integrity, trustworthiness, honesty, and fairness; and the second document, the Rules of the Common Council, is being recommended to promote consistency and orderly City of Franklin Meetings.

These documents were reviewed, discussed, and updated based on input received when the item was discussed at the following seven Common Council and Committee of the Whole Meetings: 4/19/2021, 5/3/2021, 6/14/2021, 7/20/2021, 8/3/2021, 8/17/2021, and 9/7/2021. In addition to those meetings, there were numerous one-on-one meetings between individual Alderpersons and staff to obtain the Alderperson's questions, suggested changes, and clarification requests that needed to be considered by the Council at subsequent meetings. Staff compiled those questions, suggestions, and clarification requests into separate documents that the Council considered at the applicable meetings noted above.

This item was last discussed at the September 7, 2021 Council Meeting, when Council directed staff to: (1) review/clarify the voting procedures with regard to appointing new members and breaking ties; (2) review the charter ordinances to determine applicability of those ordinances to these documents; (3) review/clarify the duties of the Council President; (4) review/clarify the Mayor's participation in debate, (5) add aldermanic notice of important safety matters; (6) consult with legal counsel appointed by the City's insurance provider to obtain an opinion regarding whether the draft Code of Conduct and Rules of the Common Council satisfy counsel's expectation and/or the requirements of the insurance company, and (7) send the updated, draft documents to the Committee of the Whole, for review and consideration, at the regularly scheduled Committee of the Whole Meeting on October 4, 2021.

ANALYSIS

In regard to Council's directive to staff, as noted above, the following actions have been taken:

- (1) Review/clarify the voting procedures with regard to appointing new members and breaking ties – *Staff reviewed the City's Municipal Code which states the following in § 19-6, "Deliberations of the Council shall be conducted in accordance with the parliamentary rules in Robert's Rules of Order, Revised, incorporated herein by reference". In addition, § 19-7 (E) states, "A majority of the votes cast when a quorum is present shall be necessary for passage, adoption or approval of any proposed ordinance, motion, resolution or appointment, unless a larger number is required by statute". With*

those elements established, staff is recommending that the following be added to the Rules of the Common Council:

Section 5 (n.) BREAKING TIES - The Presiding Officer can (but is not obligated) to vote whenever his/her vote will affect the result – that is, he/she can vote either to break or to cause a tie; or, in a case where a two-thirds vote is required, he/she can vote either to cause or to block the attainment of the necessary two-thirds vote. (Per Robert's Rules of Order.)

Section 14 (add a new Section 14 and rename the current Section 14 to Section 15) – COUNCIL APPOINTMENT OF A COUNCIL MEMBER DUE TO VACATION OF A COUNCIL SEAT BETWEEN ELECTIONS – Per Wisconsin State Statutes, § 17.23, vacancies in offices of mayor or alderperson of cities operating under the general law or special charter may be filled by the common council, by majority vote, appointing a successor to serve for the residue of the unexpired term or until a special election is held, as ordered by the common council under § 8.50, or an office may remain vacant until an election is held. Also, per § 19.88, (1) Unless otherwise specifically provided by statute, no secret ballot may be utilized to determine any election or other decision of a governmental body except the election of the officers of such body in any meeting. In accordance with Wisconsin State Statutes, § 17.23 & § 19.88, the City of Franklin utilizes the following process to fill a Council vacancy: (1) Issues and publishes an Official Notice to Residents of the vacancy and accept letters of interest; (2) Invites all interested parties to a meeting of the Common Council to make a presentation to the Common Council; and (3) The Common Council appoints by majority vote. The appointment is complete once the result of a sufficient vote is ascertained and announced, and no resolution declaring that person to be appointed is necessary. Once appointed, the governing body may not rescind its vote or reconsider its actions and elect another person. This process is utilized when Council determines that it wishes to fill a vacated Council seat through an appointment process.

- (2) Review the charter ordinances to determine applicability of those ordinances to these documents – Staff reviewed the City's Charter Ordinances and did not find any information applicable to the Code of Conduct or the Rules of the Common Council.*
- (3) Review/clarify the duties of the Council President – Staff reviewed the Municipal Code which includes the following in regard to the role of the Council President:*

Per Municipal Code § 19-2 (C): "...The Mayor shall preside over meetings of the Committee of the Whole, unless absent, in which case the Common Council President shall preside; in the further absence of the Council President, the Alderperson designated upon the rotation calendar for such service pursuant to § 33-1 C of this Code shall call the meeting to order and preside until the Committee selects one of its members to preside for that meeting".

Per Municipal Code § 19-3 (B): "...If the Mayor is absent at any meeting, the Council President shall preside. In the absence of both the Mayor and Council President, the Clerk shall call the meeting to order and preside until the Council selects an Alderperson to preside for that meeting".

Per the Municipal Code § 33-1 (C): "Emergency interim successors to Office of Mayor. If the Mayor, for any reason specified in the charter or ordinances, is not able to exercise the powers and discharge the duties of his or her office, or is unavailable, and if the President of the Council for any of the reasons specified in the charter or ordinances is not able to exercise the powers and discharge the duties of the Office of Mayor, or is unavailable, the Aldermanic members of the Common Council, excepting the Common Council President, in rotation according to district number representation and calendar month (commencing with October 2002, i.e., October, 2002: District 1; November, 2002:

District 2, and so on; the City Clerk preparing a calendar showing such rotation upon each election of a Common Council President for the forthcoming or remaining term of the Council President and the City Clerk maintaining such calendar in the office of the City Clerk), shall exercise the powers and discharge the duties of the Office of Mayor until a new Mayor is elected and qualified or until a preceding named officer becomes available; but no emergency interim successor to the aforementioned offices may serve as Mayor. In the event that an Aldermanic member is unable or unavailable to serve as set forth above during the Aldermanic member's designated service month and the inability or unavailability of the Mayor and Council President, the Alderperson designated upon the rotation calendar for such service during the next succeeding month shall so serve during such designated service month until the earlier of the expiration of such month or until a preceding named officer becomes available."

- (4) Review/clarify the Mayor's participation in debate – *Staff reviewed Chapter 19 of the City's Municipal Code and found the following in § 19-3 (C), "Participation in debate. The presiding officer may speak upon any question".*
- (5) Add aldermanic notice of important safety matters – *Staff reviewed the current version of the draft Code of Conduct, specifically Section 2 (D) and updated it to reads as follows: "Out of courtesy to all Council Members, important safety matters as determined by the Mayor will be communicated to the Council Members as soon as practicable once they become available/known. In addition, new information regarding appropriate City Business/Communications will be disseminated to the Body prior to disseminating on social media."*
- (6) Consult with legal counsel appointed by the City's insurance provider to obtain an opinion regarding whether the draft Code of Conduct and Rules of the Common Council satisfy counsel's expectation and/or the requirements of the insurance company – *Staff contacted Mary Nelson, Attorney at Crivello Carlson, who was hired by the City's Insurance Provider, to ascertain her opinion on this matter. After a thorough review of the documents in question, as well as a multiple-hour conversation to discuss the matter, Attorney Nelson fully agreed with the documents as they relate to the matter she investigated earlier this year. She commented specifically that these documents put into written format what the law and the City's organizational structure dictate in regard to the resolution of that matter.*

In addition, staff provided Alderman Holpfer the current versions of the documents as well as a background on the process to date.

The current versions of each of the documents are included with this item.

RECOMMENDATION

Staff recommends that the Common Council establish the City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council and include these documents in the newly created Council Reference Manual.

COMMON COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2021-____, a Resolution to adopt the City of Franklin Code of Conduct for all Elected and Appointed Officials and the Rules of the Common Council and include these documents in the newly created Common Council Reference Manual.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021-_____

A RESOLUTION ADOPTING THE CITY OF FRANKLIN CODE OF CONDUCT FOR ALL ELECTED AND APPOINTED OFFICIALS AND THE RULES OF THE COMMON COUNCIL

WHEREAS, it is desirous that city government operate in the most professional, open, transparent and efficient method practicable; and

WHEREAS, it is recognized that the purpose of the meetings of the Franklin Common Council is to conduct the business of the City, contemplate business and legal decisions properly put before the Council, and to provide direction to the Mayor for administration of policies and decisions;

WHEREAS, it is desirous that a City of Franklin Code of Conduct for all Elected Officials, Boards/Commissions/Committees Members, and Appointed Officials, to uphold, promote, and demand the highest standards of ethics be established as is detailed in *Attachment A*; and

WHEREAS, it is desirous that Rules of the Common Council are established to promote consistency and orderly meetings of the Common Council as is detailed in *Attachment B*.

NOW, THEREFORE, BE IT RESOLVED by the City of Franklin Common Council and Mayor to adopt the following: (1) City of Franklin Code of Conduct for all Elected Officials, Boards/Commissions/Committees Members and Appointed Officials, and (2) Rules of the Common Council, in conjunction with the ordinance currently authorized through the City of Franklin Municipal Code, Chapter 19, Council Proceedings and Wisconsin State Statutes.

BE IT FURTHER RESOLVED THAT, both the City of Franklin Code of Conduct and the Rules of the Common Council are to be reviewed periodically, as needed, and at the Organizational Meetings of each newly seated Council.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of October, 2021 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of October, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

**CITY OF FRANKLIN CODE OF CONDUCT
ELECTED AND APPOINTED OFFICIALS
October 4, 2021**

SECTION 1: PURPOSE

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

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

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

This Code of Conduct works in conjunction with the City of Franklin Municipal Code and State of Wisconsin Statutes.

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

The Common Council and Mayor (hereinafter the "Council") have a responsibility to set policy for the City. In doing so, certain types of conduct foster positive debate while other types do not. The Council is responsible for treating one another as they wish to be treated. The same expectation is in place for Commission/Board/Committee Members.

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

A. Use of Formal Titles

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

B. Use of Civility and Decorum in Discussions and Debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of free democracy in action. Every official has the right to an individual opinion, without interruption, which is to be respected by the other officials. Officials shall not be hostile, degrading, or defamatory when debating a contentious issue. Each official is to work under the premise that all other officials are acting with appropriate motives

and keeping the interest of the public in mind, and are not to be criticized for differing opinions because they believe them to be lacking in judgment or are improperly motivated.

However, this does not allow any official to make belligerent, impertinent, slanderous, threatening, abusive, or personally disparaging comments in public meetings or during individual encounters. Shouting, attacking, or other actions that could be construed as threatening or demeaning will not be tolerated. If an official is personally offended by the remarks of another official, the offended official should voice the concern promptly and afford the other official the opportunity to either explain the comment or apologize. If that is not successful, the offended official should call for a "point of personal privilege".

C. Honor the Role of the Chair in Maintaining Order

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

D. Dissemination of Information

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

E. Use of Electronic Devices

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

F. Social Media

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

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

- Refrain from making belligerent, impertinent, slanderous, threatening, abusive, or personally disparaging comments;
- Ensure that they do not participate in discrimination or harassment, even if the identified behavior is not targeting a protected class, consisting of unwelcome conduct, sexual or otherwise, whether verbal, physical, or visual. Harassing conduct includes, but is not

limited to: slurs or negative stereotyping; bullying, threatening, intimidating or other hostile acts; degrading jokes and display or circulation of graphic material that degrades or shows hostility; and physical touching;

- Shall never demean or personally attack an employee regarding the employee's job performance in public; and
- Are to demonstrate their honesty and integrity, and to be an example of appropriate and ethical conduct.

G. Newsletters by Council Members

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

H. Discrimination and Other Harassment

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

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

Governance of the City relies on the cooperative efforts of elected officials who set policy and City staff who implement and administer the Council's policies. Therefore, every effort is to be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.

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

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

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

Should an individual Council Member see a deficiency, need a project or task performed, have a special request for service, or any other directive for staff, he/she is to communicate that, in writing, including the specific issue as well as a requested resolution, to the Mayor or Director of Administration. (This does not include Council Members' need for additional information needed for

Council agenda items or issues relevant to their districts, which is covered in the Rules of the Common Council.) In the event that the matter is not resolved within a reasonable amount of time after communications with the Mayor and the Director of Administration, the matter may be discussed at a Council or Committee of the Whole Meeting at the call of two Council Members by filing a written request with the Clerk.

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

A. Treat Staff as Professionals

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

B. Never Publicly Demean or Personally Attack an Individual Employee

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

C. Do not Supersede Administrative Authority

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

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

D. Do Not Solicit Political or Business Support from Staff

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

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

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

In Public Meetings

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

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

For many citizens, speaking in front of a governing body is a new and difficult experience; under such circumstances, many are nervous. Council/Commission/Board/Committee Members are expected to treat citizens with care and respect. (See section 2 D.) All Council/Board/Commission/Committee Members are to commit full attention to the speakers or any materials relevant to the topic at hand. Comments, when appropriate, and non-verbal expressions are to be respectful and professional.

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

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

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

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

Only the Mayor/Chair (no other Council/Board/Commission/Committee Members), shall be allowed to interrupt a speaker during a presentation if needed to clarify, keep on topic, or similar. Council/Board/Commission/Committee Members may ask the Mayor/Chair to have the speaker repeat or clarify if there is an audio issue, hallway noise, or other similar matter. And, Council/Board/Commission/Committee Members may ask the Mayor/Chair for a point of order if the speaker is off the topic, exhibiting behavior or language that the Member finds disturbing or out of line, or if there are inaccurate statements made that the Member would like corrected. Member questions, regarding public input, to seek, clarify, or expand information are be directed to the Mayor/Chair.

D. Follow Parliamentary Procedure in Conducting Public Meetings

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

Outside Public Meetings

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

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

All Council/Board/Commission/Committee Members must ensure that in expressing their own opinions, they do not mislead any listener into believing that their individual opinion is that of the entire Council/Commission/Board/Committee unless the Council/Commission/Board/Committee has taken a vote on that specific issue and the Member's opinion is the same as the result of the vote of the Body on the matter. Likewise, no Council/Commission/Board/Committee Member shall state in writing that Member's position in a way that implies it is the position of the entire Body. A member has the right to state a personal opinion and has the right to indicate that he/she is stating such as a member of the Body but must always clarify that he/she is not speaking on behalf of the City or the Common Council/Commission/Board/Committee unless specifically authorized by that Council/Commission/Board/Committee to do so.

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

Since Council/Board/Commission/Committee Members act as a single Body during official City Meetings, such members should curb individual communications with other agencies. Any such interactions would simply be as a citizen, NOT as a Council/Commission/Board/Committee Member. Council/Commission/Board/Committee Members may state their office position with the City, but shall also state that the Member has not been authorized by the Council/Commission/Board/Committee and is not appearing or communicating with the agency on the specific subject matter(s) with Council/Commission/Board/Committee direction to do so (unless the Council/Commission/Board/Committee has so authorized and directed the Member to do so); Council/Commission/Board/Committee may then otherwise state the reason for appearing or communicating with the agency and/or office. Common Council Members may use their respective City email accounts to so communicate in addition to other methods of communication.

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

A. Be Clear about Representing the City or Personal Interests

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

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

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

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

C. Conflict of Interest

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

D. Mayor's Role Representing the City

The Mayor is charged with representing the City, speaking on its behalf, and communicating with the Council regarding these matters when appropriate.

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

A. Attendance at Commission/Board/Committee Meetings

Council Members may attend any City of Franklin Commission/Board/Committee Meeting which is open to the public.

B. Assigned Commission/Board/Committee Duties

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

Regular attendance at meetings and activities is expected.

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

C. Be Respectful of Diverse and Opposing Opinions

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

D. Closed Session Participation

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

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

A. Expression of Positions on Issue

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

B. Discussions Regarding City Staff

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

SECTION 8: ENFORCEMENT OF THIS CODE OF CONDUCT

A. Filing of Complaints (Excluding Ethics, which is addressed as Attachment A to this Code of Conduct and contains separate remedies)

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

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

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

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

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

B. Confidential Nature of Complaint

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

C. Time for Filing

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

D. False or Frivolous Complaints

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

E. Complaint Procedure

(1) Investigation

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

(2) Failure to Comply

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

(3) Recommendations

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

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

(4) Council Action

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

(5) Penalties and Sanctions Policy

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

(6) Possible Penalties and Sanctions

- i. An informal censure by the Council, which would only be made as part of a motion in a public meeting.
- ii. A formal censure by the Council, which would be made by motion in a public meeting and then published in the City newspaper.
- iii. Mandatory community service. [Wis. Stat. § 62.11(3)(e)]
- iv. Attendance at counseling or mediation sessions. [Wis. Stat. §62.11(3)(e)]
- v. Imposition of a dollar fine of up to \$500.00. [Wis. Stat. §§ 62.11(3)(a) &(c)]
- vi. Removal from Office. [Wis. Stat. § 62.11]
- vii. Discipline, up to and including termination (for Appointed Officials).
- viii. Any other sanction available by law.

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

(7) Notice

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

Acknowledgement Statement / Signature Required

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

Official Signature

Date

Official Printed Name

Office Held by Official

ETHICS

The state ethics code applicable to local government officials is found in Wisconsin Statutes § 19.59. *(This is affirmed by the CHARTER ORDINANCE change that was passed on March 1, 2005. Ordinance 2005-1835 repealed the Code of Ethics of the Municipal Code and provided for the filing of financial disclosure statements by elected officials, candidates and other specified officials of the City)* Many of the terms used therein are defined in Wisconsin Statutes § 19.42.

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

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

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

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

The ethics code provides civil and criminal penalties for violations. A local official who intentionally violates any part of § 19.59, except § 19.59(1)(br), may be fined not less than \$100 nor more than \$5,000 or imprisoned not more than one year in the county jail or both. In the alternative, a civil forfeiture of up to \$1,000 may be imposed against a local official for violating any part of the state ethics code. Intentional violation of § 19.59(1)(br), offering or providing influence in exchange for campaign contributions, is a Class I felony.

RULES OF THE COMMON COUNCIL
October 4, 2021

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

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

1) MEETINGS

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

2) NOTIFICATION OF ABSENCE OF COUNCIL MEMBERS

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

3) SPECIAL RECOGNITION

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

4) PRESIDING OFFICER TO MAINTAIN AND PRESERVE ORDER

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

Mayor or presiding officer shall, on his or her own or at any Members' request, call such offending Member to order. The Common Council, if appealed to, shall decide the matter by majority vote, per the City of Franklin Municipal Code, § 19-3 A., as attached hereto.

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

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

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

of Franklin Municipal Code, § 19-7 D., as attached hereto, and announce the same at the start of debate due to a conflict or other basis upon which to abstain, or the point in time during the debate in which the Member determines that he/she has a conflict with the matter, and consider leaving the room during the debate. Such abstention shall be included in the minutes. A Member who participates in debate, but does not voice that he/she is abstaining due to a conflict is discouraged from abstaining from voting.

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

6) ATTIRE, PROXY, AND ELECTRONIC COMMUNICATIONS AND DEVICES

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

7) CONFIDENTIAL INFORMATION

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

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

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

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

8) GENERAL RULES OF DECORUM

No person shall personally attack a Council Member, city official, city employee or any other person. For purposes of this section, personal attacks shall include comments

directed at a particular person or persons which pertain to any matter that is unrelated to the performance of official duties or the conduct of city business, are threatening, slanderous, defamatory or obscene or are of such a nature that the comments disrupt the meeting or cause a disturbance.

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

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

9) SOCIAL MEDIA

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

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

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

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

- a. Citizen comments shall be conducted per the City of Franklin Municipal Code, § 19-2 B., as attached hereto, allowing any person to address the Common Council.
- b. No person shall personally attack a Council Member, City Official, City Employee or any other person. For purposes of this section, personal attacks shall include comments directed at a particular person or persons which pertain to any matter that is unrelated to the performance of official duties or the conduct of city

business, are threatening, slanderous, defamatory or obscene or are of such a nature that the comments disrupt the meeting or cause a disturbance.

- c. Questions posed by the speaker may be answered by the Mayor or presiding officer, or referred to city staff for a future reply in a timely manner. Council Members will refrain from commenting or attempting to answer questions during Citizen Comment Period unless authorized by the Mayor.
- d. Statements must not include endorsements of any candidates or other electioneering; but if a citizen speaking is a candidate for office, he/she must identify him/herself as such.
- e. Speakers shall refrain from presenting unduly repetitious, offensive, threatening, slanderous, defamatory, or obscene remarks or act in such a manner as to disrupt or disturb the orderly conduct of any meeting.
- f. Statements made by the public during Citizen Comment Period orally or in writing become part of the meeting record via audio recording or paper statements but will not be included in the official minutes or postings of the meeting.
- g. Written statements provided to the Common Council regarding an agenda item or as a citizen comment must be received by the Clerk's office at least 24 hours prior to the start of the Common Council Meeting. Such comments will be provided to the Council and appropriate staff but will not be read out loud at the meeting.

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

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

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

Should a requested agenda item not be placed on an agenda as submitted it shall be automatically placed on the next scheduled agenda unless withdrawn by the submitter. The Council Action Sheet for that item shall contain a statement by the Mayor as to the reason for the delay.

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

12) RULES PERTAINING TO STAFF/APPLICANT PRESENTATIONS

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

13) CLOSED SESSION

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

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

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

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

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

All personal electronic devices are prohibited while in Closed Session.

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

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

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

In accordance with Wisconsin State Statutes, § 17.23 & § 19.88, the City of Franklin utilizes the following process to fill a Council vacancy: (1) Issues and publishes an Official Notice to Residents of the vacancy and accept letters of interest; (2) Invites all interested parties to a meeting of the Common Council to make a presentation to the Common Council; and (3) The Common Council appoints by majority vote. The appointment is complete once the result of a sufficient vote is ascertained and announced, and no resolution declaring that person to be appointed is necessary. Once appointed, the governing body may not rescind its vote or reconsider its actions and elect another person. This process is utilized when Council determines that it wishes to fill a vacated Council seat through an appointment process.

15) AMENDMENT AND SUSPENSION OF RULES

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

BLANK PAGE

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">October 5, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution to Amend Resolution No. 2020-7681, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), to Extend the Time for Commencement of the Special Use Development. As the subject Special Use development is a subject in the litigation matter <i>Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC</i>, Milwaukee County Circuit Court Case No. 20-CV-7031, which litigation matter is in process and pending at this time, the Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p>ITEM NUMBER</p> <p style="text-align: center;">G.16.</p>

Annexed hereto is a copy of Resolution No. 2020-7681, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), adopted by the Common Council on November 2, 2020. Also attached is a draft of the Resolution entitled above to extend the time for the commencement of the Special Use development. At its meeting on September 23, 2021, the Plan Commission adopted a motion to recommend approval of the above entitled Resolution, and also adopted a motion to amend its Resolution No. 2020-024 approving the Site Plan for the subject development, which Resolution No. 2020-024 was adopted on October 8, 2020, to extend the time for commencement of the Site Plan use development for a year, which Plan Commission Resolution approving same included a provision that it was subject to the grant of time extension by the Common Council for the Special Use approval having been granted by the Common Council pursuant to Resolution No. 2020-7681 on November 2, 2020.

COUNCIL ACTION REQUESTED

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

RESOLUTION NO. 2020-7681

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY
USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE
INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE
(LOT 83 OF RYAN MEADOWS SUBDIVISION)
(STRAUSS BRANDS LLC, APPLICANT)

WHEREAS, Strauss Brands 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. 2011 "Meat Packing Plants" to allow for construction of a 152,035 square foot (total building footprint of the single-story building) meat processing facility (Phases I and II (staffed by approximately 261 employees in the production area and 11 employees in the office area)) designed to process 250 to 500 head of cattle per day, which will include cattle pens, a harvest floor, carcass coolers, fabrication areas, packaging areas, warehouse areas, shipping docks, operations offices, employee welfare spaces and associated mechanical support facilities and spaces, upon property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision, approximately 30.2 acres), bearing Tax Key No. 891-1083-000, more particularly described as follows:

Parts of Lot 1 and Outlot 1, of Certified Survey Map No. 9095 as recorded in the register of deeds office for Milwaukee County as Document No. 10830741, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the southwest corner of the Northwest 1/4 of said Section 30; thence South 89°39'32" East along the south line of said Northwest 1/4, 1345.74 feet to the southwest corner of Lot 1 Certified Survey Map No. 9095 and the Point of Beginning; Thence North 00°34'12" West, along the west line of said Lot 1, 1523.10 feet to the southerly line of said right-of-way of West Loomis Road; thence North 79°00'41" East along the southerly line of said right-of-way, 156.97 feet; thence North 75°45'51" East along the southerly line of said right-of-way, 215.80 feet to a point of curvature; thence northeasterly along the southerly line of said right-of-way, 30.51 feet along the arc of said curve to the left, whose radius is 1979.86 feet and whose chord bears North 75°19'22" East, 30.51 feet; thence South 29°08'47" East, 22.47 feet; thence South 16°09'38" East, 83.27 feet to a point of curvature; thence southeasterly 198.68 feet along the arc of said curve to the left, whose radius is 265.00 feet and whose chord bears South 37°38'23" East, 194.06 feet; thence South 59°07'06" East, 356.12 feet to a point of curvature; thence southeasterly 170.14 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 33°27'51" East, 164.52 feet; thence South 07°48'36" East, 543.63 feet to a point of curvature; thence southwesterly 128.99 feet along the arc of said

STRAUSS BRANDS LLC – SPECIAL USE

RESOLUTION NO. 2020-7681

Page 2

curve to the right, whose radius is 190.00 feet and whose chord bears South 11°38'18" West, 126.52 feet; thence South 31°05'13" West, 282.33 feet to a point of curvature; thence southwesterly 75.12 feet along said curve to the right, whose radius is 190.00 feet and whose chord bears South 42°24'51" West, 74.64 feet; thence South 53°44'29" West, 143.69 feet to the south line of said Northwest 1/4; thence North 89°39'32" West along said south line, 662.99 feet to the Point of Beginning. Containing 1,316,168 square feet (30.2151 acres) of land, more or less; 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 September, 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 the City of Franklin, Wisconsin, that the petition of Strauss Brands 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 Strauss Brands LLC, successors and assigns, as a meat processing facility use, which shall be developed in substantial compliance with, and operated and maintained by Strauss Brands LLC, pursuant to those plans City file-stamped September 28, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Strauss Brands 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 Strauss Brands LLC meat processing facility, 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 Strauss Brands LLC and the meat processing facility use for the property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Hours of livestock delivery shall be between the hours of 1:00 AM to 1:00 PM, Monday thru Friday, unless unforeseen conditions occur. Hours of operation for the harvest area shall be from 5:00 AM to 6:00 PM, Monday thru Friday. These conditions shall not apply to fabrication, grinding, maintenance, cleaning, and administrative activities which can operate 24 hours per day, Monday thru Saturday.
5. No outside storage of supplies and/or equipment shall be permitted.
6. No livestock shall be kept outside the buildings.
7. No livestock shall be kept on the premise overnight except when requested by state or federal inspector.
8. A maximum of 14 empty livestock trucks shall be permitted to park on the premise overnight.
9. No livestock trucks shall be washed or cleaned on the premise.
10. All processing waste shall be removed from the premise daily.
11. Removal of snow from private parking lots, walks and access drives shall be the responsibility of the owner.
12. A site plan amendment shall be required for the future building expansion areas, future truck maintenance facility, future parking and future driveways.
13. This Special Use is not approving any signs, signage requires a separate permit from the Inspection Services Department prior to installation.
14. The applicant shall prepare conservation easements for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.
15. The applicant shall obtain final approval of grading, erosion control, storm water management, and utilities by the Engineering Department prior to any land disturbance activities.
16. The minimum required off-street parking is 280 parking stalls.

STRAUSS BRANDS LLC – SPECIAL USE

RESOLUTION NO. 2020-7681

Page 4

17. The maximum driveway width is 28 feet for the employee parking lot and 48 feet for the truck entrance.
18. The maximum height is 8 feet for chain link fences and 10 feet for masonry walls, measured from grade.
19. The cattle barns and harvest areas shall be ventilated to dissipate odors. Trucks and trailers used to remove remainder animal wastes shall be loaded in enclosed dock areas to reduce spread of odors.
20. In the event of obnoxious odors detected off the premise, the Department of City Development shall immediately notify the operator and the federal or state inspector assigned to the facility.
21. The applicant, successors and assigns, shall implement sound control devices, including, but not limited to additional chimneys or baffles, to reduce the sound from exhaust and ventilation fans to a maximum of 65 decibels at the ground level adjacent to the building.
22. The applicant, successors and assigns, shall mitigate truck traffic noise and impact by installing a 5-foot high landscape berm on the east side of the livestock loading area to provide additional screening and sound deflection.
23. The applicant, successors and assigns, shall further mitigate truck traffic noise and impact by increasing the height of the berm along the north property line by an average of 2 feet over that shown on the existing approved site plan. This berm shall be designed to appear natural.
24. The applicant, successors and assigns, shall submit a revised Landscape Plan which shows the approved changes to berms and landscape buffers as provided in Conditions 22. and 23., above.
25. The applicant, successors and assigns, shall establish and maintain a citizen complaint procedure, in which concerned residents contact a designated representative of the applicant, successors or assigns, and provide details of any complaints. The applicant, successors and assigns, shall compile any and all complaints and submit a monthly report of the complaints to the City Health Department, along with any actions taken. This procedure shall be in addition to current coordination with the City Health Department regarding complaints and coordinating responses thereto.

BE IT FURTHER RESOLVED, that in the event Strauss Brands 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

STRAUSS BRANDS LLC – SPECIAL USE
RESOLUTION NO. 2020-7681
Page 5

failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

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

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

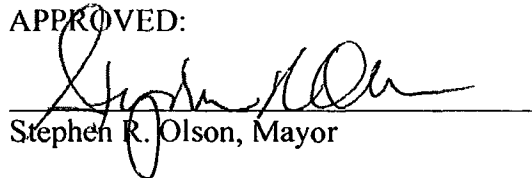
BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of a building 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 2nd day of November, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of November, 2020.

APPROVED:



Stephen R. Olson, Mayor

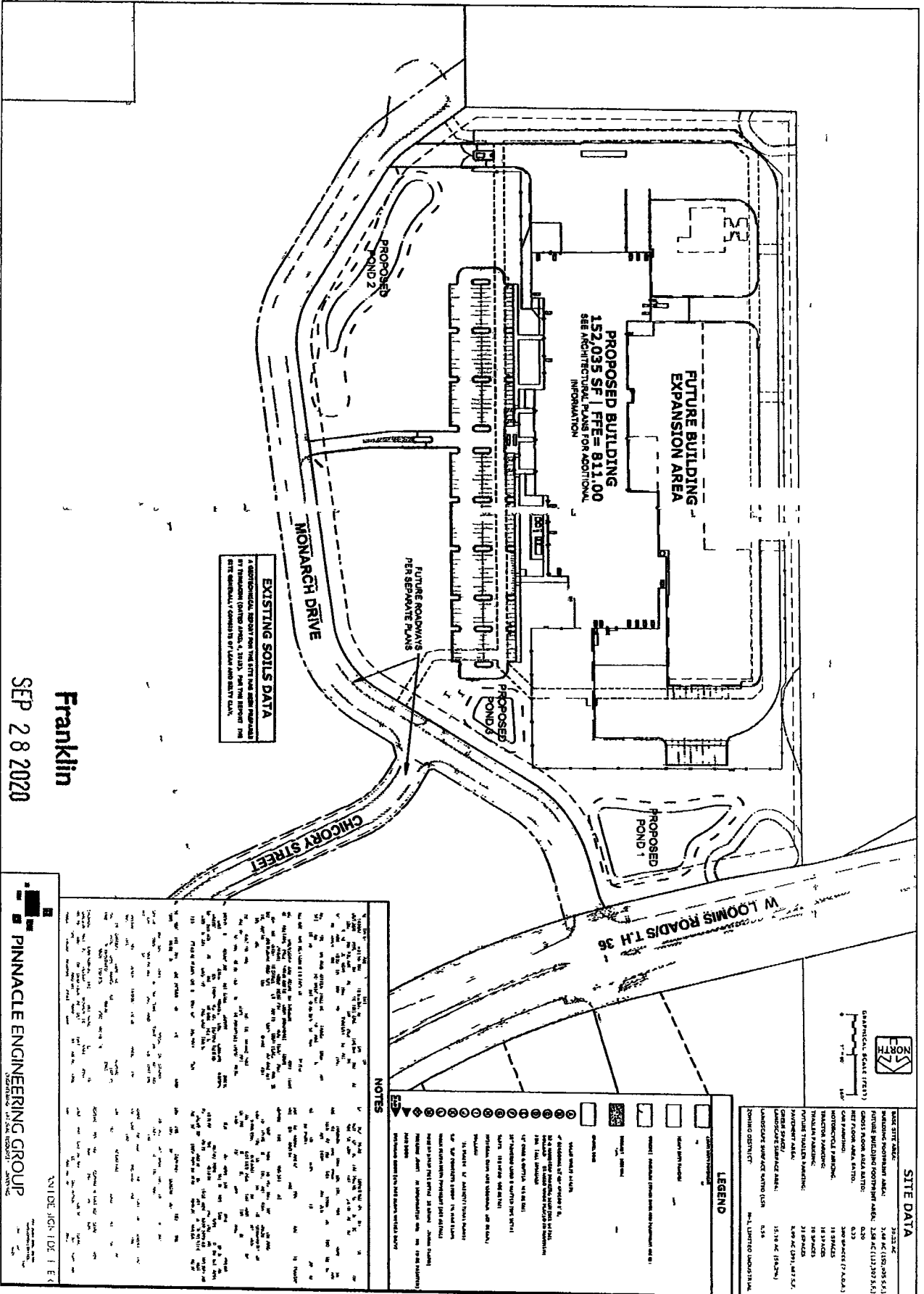
ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 4 NOES 3 ABSENT 0

Exhibit A



City Development

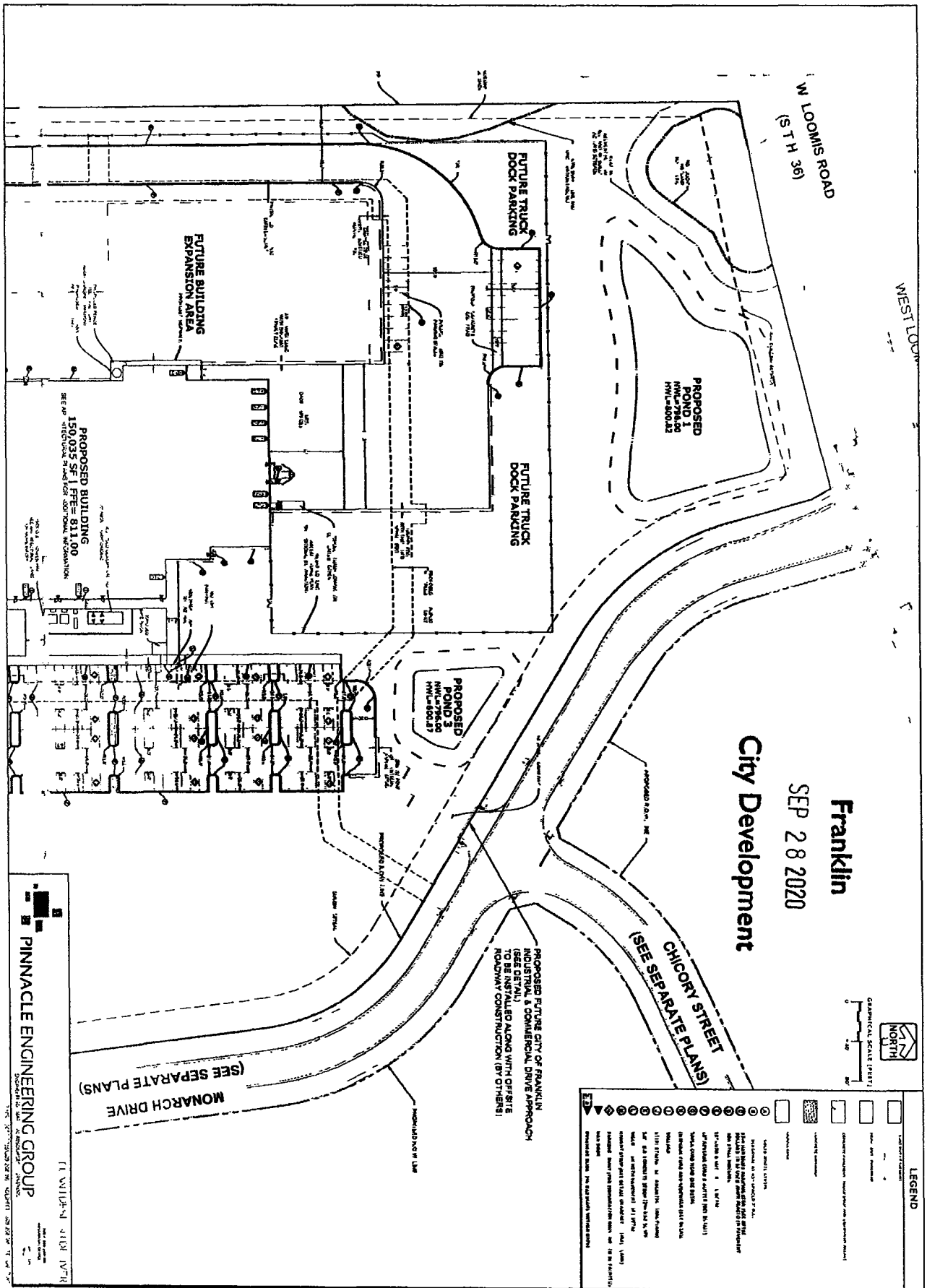
SEP 28 2020
Franklin

Pinnacle Engineering Group
C300
DIMENSIONAL & PAVING PLAN OVERVIEW

PROPOSED NEW FACILITY FOR STRAUSS BRANDS INC.
LOOMIS ROAD
FRANKLIN WI 53132



PRELIMINARY NOT FOR CONSTRUCTION



W LOOMIS ROAD
(S I H 36)

Franklin
SEP 28 2020
City Development

PROPOSED BUILDING
150,035 SF | FFE = 811,000
SEE AN ATTACHED SHEET FOR ADDITIONAL INFORMATION

PROPOSED POND 1
HYD-176430
HYD-200022

PROPOSED POND 2
HYD-176430
HYD-200022

CHICORY STREET
(SEE SEPARATE PLANS)

MONARCH DRIVE
(SEE SEPARATE PLANS)

PROPOSED FUTURE CITY OF FRANKLIN INDUSTRIAL & COMMERCIAL DRIVE APPROACH
(SEE DETAIL SHEET FOR DRIVE APPROACH ROADWAY CONSTRUCTION (BY OTHERS))



GRAPHICAL SCALE (FEET)

LEGEND

- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- EXISTING PARKING
- PROPOSED PARKING
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING POND
- PROPOSED POND
- EXISTING LOT
- PROPOSED LOT
- EXISTING CURB
- PROPOSED CURB
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING TREE
- PROPOSED TREE
- EXISTING LIGHT FIXTURE
- PROPOSED LIGHT FIXTURE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING WALL
- PROPOSED WALL
- EXISTING GROUND COVER
- PROPOSED GROUND COVER
- EXISTING GRADE
- PROPOSED GRADE

Pinnacle Engineering Group
11 WILDEN ST. STE. 107E
FRANKLIN, WI 53132
TEL: 414.252.1500
WWW.PENGGRP.COM

PROPOSED NEW FACILITY FOR STRAUSS BRANDS INC.
LOOMIS ROAD
FRANKLIN WI 53132

C301

SITE DIMENSIONAL & PAVING PLAN

CIVIL

DATE: 08.07.20
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APP. BY: [Signature]

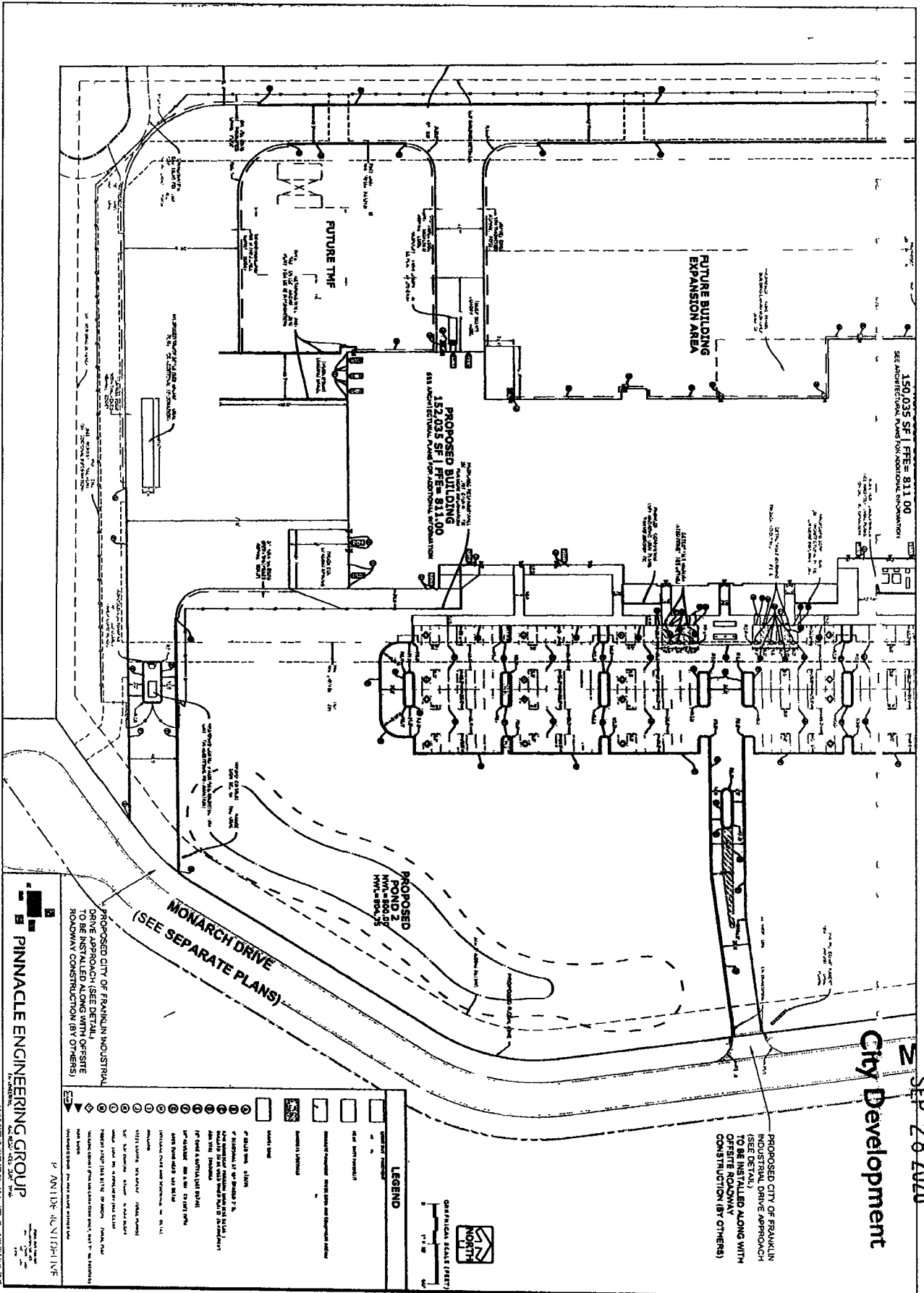
PRELIMINARY NOT FOR CONSTRUCTION



Franklin

SEP 28 2020

City Development



PROPOSED CITY OF FRANKLIN INDUSTRIAL DRIVE APPROACH (SEE DETAIL) TO BE INSTALLED ALONG WITH OFFSITE ROADWAY CONSTRUCTION (BY OTHERS)

PROPOSED CITY OF FRANKLIN INDUSTRIAL DRIVE APPROACH (SEE DETAIL) TO BE INSTALLED ALONG WITH OFFSITE ROADWAY CONSTRUCTION (BY OTHERS)

PINNACLE ENGINEERING GROUP
 1000 W. MONROE ST. SUITE 200
 FRANKLIN, WI 53132
 TEL: 262.433.3300
 WWW.PINNACLEENG.COM

PRELIMINARY NOT FOR CONSTRUCTION

C302

SITE DIMENSIONAL & PAVING PLAN

DATE: 09.01.20

SCALE: AS SHOWN

PROJECT: PROPOSED NEW FACILITY FOR STRAUSS BRANDS, INC.

LOCATION: LOOMIS ROAD, FRANKLIN, WI 53132

PROPOSED NEW FACILITY FOR STRAUSS BRANDS, INC.
 LOOMIS ROAD
 FRANKLIN, WI 53132



RESOLUTION NO. 2021-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2020-7681, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE (LOT 83 OF RYAN MEADOWS SUBDIVISION) (STRAUSS BRANDS LLC, APPLICANT), TO EXTEND THE TIME FOR COMMENCEMENT OF THE SPECIAL USE DEVELOPMENT

WHEREAS, the Common Council having adopted Resolution No. 2020-7681, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 Of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), on November 2, 2020; and

WHEREAS, Resolution No. 2020-7681 provides in a FURTHER RESOLVED provision that “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 a building permit for such use”; and

WHEREAS, §15-9.0103G. of the Unified Development Ordinance provides “[i]n any case where a special use has not been established within one year after the date of granting thereof, then without further action by the Plan Commission or the Common Council, the special use authorization shall be null and void. The criteria for determining establishment of a special use may be set forth by the Common Council in the approving Special Use Resolution”; and §15-3.0701G. of the Unified Development Ordinance provides “[s]ubject to an extension of time granted by the Common Council, upon recommendation of the Plan Commission, no Special Use Permit shall be valid for a period longer than one year unless a Building Permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Zoning Compliance Permit is issued and a use commenced within that period”; and

WHEREAS, the subject Special Use development is a subject in the litigation matter *Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court Case No. 20-CV-7031, which litigation matter is in process and pending at this time; and

WHEREAS, the subject Special Use development is to be upon property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision, approximately 30.2 acres), bearing Tax Key No. 891-1083-000, more particularly described as follows:

Parts of Lot 1 and Outlot 1, of Certified Survey Map No. 9095 as recorded in the register of deeds office for Milwaukee County as Document No. 10830741, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the southwest corner of the Northwest 1/4 of said Section 30; thence South 89°39'32" East along the south line of said Northwest 1/4, 1345.74 feet to the southwest corner of Lot 1 Certified Survey Map No. 9095 and the Point of Beginning; Thence North 00°34'12" West, along the west line of said Lot 1, 1523.10 feet to the southerly line of said right-of-way of West Loomis Road; thence North 79°00'41" East along the southerly line of said right-of-way, 156.97 feet; thence North 75°45'51" East along the southerly line of said right-of-way, 215.80 feet to a point of curvature; thence northeasterly along the southerly line of said right-of-way, 30.51 feet along the arc of said curve to the left, whose radius is 1979.86 feet and whose chord bears North 75°19'22" East, 30.51 feet; thence South 29°08'47" East, 22.47 feet; thence South 16°09'38" East, 83.27 feet to a point of curvature; thence southeasterly 198.68 feet along the arc of said curve to the left, whose radius is 265.00 feet and whose chord bears South 37°38'23" East, 194.06 feet; thence South 59°07'06" East, 356.12 feet to a point of curvature; thence southeasterly 170.14 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 33°27'51" East, 164.52 feet; thence South 07°48'36" East, 543.63 feet to a point of curvature; thence southwesterly 128.99 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 11°38'18" West, 126.52 feet; thence South 31°05'13" West, 282.33 feet to a point of curvature; thence southwesterly 75.12 feet along said curve to the right, whose radius is 190.00 feet and whose chord bears South 42°24'51" West, 74.64 feet; thence South 53°44'29" West, 143.69 feet to the south line of said Northwest 1/4; thence North 89°39'32" West along said south line, 662.99 feet to the Point of Beginning. Containing 1,316,168 square feet (30.2151 acres) of land, more or less; and

WHEREAS, the Plan Commission and the Common Council having reviewed the subject Special Use development with regard to the pending litigation, and the Common Council having determined it fair and reasonable to provide an extension of time for commencement of the Special Use development under circumstances currently present and pending.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2020-7681, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 Of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), be and the same is hereby amended, specifically and only with regard to the fourth FURTHER

RESOLVED provision stated therein, which provision is immediately prior to the FINALLY RESOLVED provision on Page 5 of the Resolution, to state as follows: “BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under Resolution No. 2020-7681 adopted on November 2, 2020, be and the same is hereby granted an extension of time for the commencement of the Special Use development, which extension of time granted hereunder 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 a building permit for such use.”

BE IT FURTHER RESOLVED, that all terms and conditions of Resolution No. 2020-7681, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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 _____, 2021.

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>October 5, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Single-family residence property at 6043 West Glen Court, Franklin, Wisconsin, Tax Key No. 805-0046-000, human health hazard on private premises and unfit for human habitation property. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the investing of public funds and governmental actions in relation thereto with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property, and pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property</p>	<p>ITEM NUMBER</p> <p>G.17.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the investing of public funds and governmental actions in relation thereto with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property, and pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/05/2021
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of October 5, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Alderman Room
October 5, 2021 – 6:05 p.m.**

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New 6:10 p.m.	Villa, Juan J On the Border			
Operator 2021-2022 New	Bishop, Joshua I On the Border			
Operator 2021-2022 New	Bogust, Erik J Swiss Street Pub & Grill			
Operator 2021-2022 New	Granrath, Elizabeth M Walgreens #05459			
Operator 2021-2022 New	Peric, Ivana Walgreens #05884			
Operator 2021-2022 New	Surma, McKenna Milwaukee Burger Company			
Operator 2021-2022 New	Valle, Katiana L Walgreens #05459			
"Class A" Beer & Liquor Change of Agent 2021-2022	Walgreen Co. DBA – Walgreens #15020 7130 S. 76 th St. Elaine Blumreiter			
"Class A" Beer & Liquor Change of Agent 2021-2022	Nerankar, LLC DBA – Mann Liquor & Indian Grocery 7158 S. 76 th St. Vinder Kumar			
3.	Adjournment	Time		

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

APPROVAL <i>Shw RA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/05/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated September 17, 2021 through October 1, 2021 Nos 184649 through Nos 184804 in the amount of \$ 966,983 97 Also included in this listing are EFT's Nos 4707 through Nos 4716, Library vouchers totaling \$ 15,692 19, Tourism vouchers totaling \$ 9,931 60 and Water Utility vouchers totaling \$ 19,546 63. Voided checks in the amount of (\$ 182.35) are separately listed</p> <p>Early release disbursements dated September 17, 2021 through September 30, 2021 in the amount of \$ 569,194 97 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</p> <p>The net payroll dated September 24, 2021 is \$ 439,133 78, previously estimated at \$ 430,000 Payroll deductions dated September 24, 2021 are \$ 471,844.09, previously estimated at \$ 465,000.</p> <p>The estimated payroll for October 8, 2021 is \$ 410,000 with estimated deductions and matching payments of \$ 240,000</p> <p>There were no Property Tax distributions</p>		
<p>COUNCIL ACTION REQUESTED</p>		
<p>Motion approving the following</p>		
<ul style="list-style-type: none"> • City vouchers with an ending date of October 1, 2021 in the amount of \$ 966,983 97 and • Payroll dated September 24, 2021 in the amount of \$ 439,133.78 and payments of the various payroll deductions in the amount of \$ 471,844 09 of City matching payments and • Estimated payroll dated October 8, 2021 in the amount of \$ 410,000 and payments of the various payroll deductions in the amount of \$ 240,000, plus City matching. 		
<p>ROLL CALL VOTE NEEDED</p>		