

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.  
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY SEPTEMBER 19, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of September 5, 2023.
- D. Hearings.
- E. Organizational - The Mayor has made the following appointments for Council confirmation:
  - 1. Clarke Johnson, 7703 W. Margaret Ln., Ald. Dist. 1 - Board of Public Works for a 3 year unexpired term expiring 04/30/26.
  - 2. Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 - Architectural Board for a 3 year unexpired term expiring 04/30/25 (moving from an Alternate Member to a Regular Member).
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Drive Through Restaurant Upon Property Located at 7730 S Lovers Lane Rd. (By Dharmesh Ghelani, AK Developers LLC, Applicant, Franklin Wyndham LLC, Property Owner).
  - 2. Authorize Wage Adjustment for Ryan Boos (Grade Level 3) to Hourly Rate \$27.38 - Account 01-0144-5111.
  - 3. Presentation of the Mayor’s 2024 Recommended Budget.
  - 4. An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budgets for the Capital Outlay Fund to Carry Forward Appropriations from 2022 for Specifically Identified Projects in the Amount of \$84,287.
  - 5. Acceptance of the 2022 Annual Comprehensive Financial Report for the City of Franklin.
  - 6. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Carryforward Appropriations from 2022 to 2023 of Unused Funds for a Planning Consultant in the amount of \$9,500.

Common Council Meeting Agenda

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7. Authorize a Consulting Services Agreement with Wrayburn Consulting, LLC, for General Planning Services.
8. Authorize a Budget Amendment to Carry Forward Purchase Order to Cover Wrayburn and Foth Consulting Expenses.
9. A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing.
10. Approval for Meeting Time Change for Plan Commission from 7:00 p.m. to 6:00 p.m..
11. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for TKN 754-9008-000.
12. Referral of Letter to the Common Council from the Board of Review with Expression of Concerns at it Pertains to the City of Franklin's Tax Assessments.
13. A Resolution Providing for the Sale of Approximately \$2,395,000 General Obligation Promissory Notes, Series 2023B.
14. Initial Resolution Authorizing General Obligation Bonds in an Amount not to Exceed \$3,035,000 for Water System Projects; Initial Resolution Authorizing General Obligation Bonds in an Amount not to Exceed \$3,020,000 for the Housing of Machinery and Equipment; A Resolution Providing for the Sale of not to Exceed \$6,055,000 General Obligation Corporate Purpose Bonds, Series 2023A; and A Resolution Directing Publication Notice to Electors Relating to Bond Issues.
15. Seagrave Fire Apparatus, LLC model TB50CA Marauder Pumper fire engine purchase contract. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(e), with regard to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and 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, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
16. City personnel performance evaluation of Director of Administration. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
17. City personnel performance evaluation. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. §19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or

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investigations, and Wis. Stat. §19.85(l)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of September 19, 2023.

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:

September 21	Plan Commission	7:00 p.m.
October 3	Common Council Meeting	6:30 p.m.
October 5	Plan Commission	6:00 p.m.
October 17	Common Council Meeting	6:30 p.m.
October 19	Plan Commission	6:00 p.m.
October 28	Trick or Treat	4:00-7:00 p.m.

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
SEPTEMBER 5, 2023  
MINUTES

- ROLL CALL                                   A.       The regular meeting of the Franklin Common Council was held on September 5, 2023, and was called to order at 6:30 p.m. by Mayor Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Michelle Eichmann, Alderman Yousef Hasan, Alderman Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.
  
- CITIZEN COMMENT                        B.       Citizen comment period was opened at 6:30 p.m. and was closed at 6:38 p.m.
  
- MINUTES  
AUGUST 15, 2023                         C.       Alderman Holpfer moved to approve the minutes of the Common Council meeting of August 15, 2023, as presented. Seconded by Alderman Barber. All voted Aye; motion carried.
  
- ORGANIZATIONAL -  
MAYORAL  
APPOINTMENT                             E.       Alderwoman Eichmann moved to confirm the following Mayoral appointments: Kristin Kurutz, 6768 S. 35th St., Ald. Dist. 3 - Mayor Appointment for Board of Review for a 3-year term expiring 04/20/26. Seconded by Alderwoman Day. On a roll call; all voted Aye. Motion carried.
  
- CIVIC CELEBRATIONS  
COMMISSION REPORT  
AND SPENDING  
AUTHORITY FOR 2024                    G.1.     Alderman Holpfer moved to accept and place on file the summary from the 2023 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2024 Franklin Civic Celebration event. Seconded by Alderman Barber. All voted Aye; motion carried.
  
- WEST ELM ROAD  
UNDERGROUND  
STORAGE FEASIBILITY  
REPORT                                    G.2.     Alderwoman Day moved to Select the Traditional Wet Detention Alternative. If this option is chosen, Staff will advise Milwaukee County of the choice and start working on a lease. Seconded by Alderman Hasan. On a roll call; all voted Aye except Alderman Holpfer voted no; motion carried 5-1-0.
  
- FIRE DEPARTMENT  
APPROVAL/EXTENSION  
OF THE MILWAUKEE  
COUNTY EQUIPMENT  
SHARING AGREEMENT                    G.3     Alderman Barber moved to approve Fire Department continued participation in the "Milwaukee County Equipment Sharing Agreement". Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- PURCHASE  
ADDITIONAL  
FIREFIGHTING HOSE  
AND RELATED  
HARDWARE
- G.4. Alderwoman Eichmann moved to approve Fire Department purchase of additional firefighting hose and related hardware with existing appropriation in the 2023 Capital Improvement Fund 41-0221-5815, at a cost not to exceed \$36,000. Seconded by Alderman Hasan. All voted Aye; motion carried.
- AUTHORIZE BUDGET  
AMENDMENT  
REQUEST FOR  
MUNICIPAL COURT  
STAFFING NEEDS
- G.5. Alderwoman Day moved to authorize staff to transfer the necessary expenses to cover Kari Kowalski's unexpected disability retirement from the Severance Payments fund account 01-0199-5114 to the Municipal Court Personnel account 01-0121-5111 to provide Amanda Baumgart with a 7.5% pay increase aligning with the workload Amanda has already put forth and will be expected to do as Kari's successor. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2023-8036  
DEVELOPMENT  
AGREEMENT WITH  
THE DEVELOPER OF  
WOODFIELD TRAIL  
CONDOMINIUMS, 12000  
W. LOOMIS ROAD
- G.6. Alderman Craig moved to adopt Resolution No. 2023-8036, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF WOODFIELD TRAIL CONDOMINIUMS, LOCATED AT 12000 W. LOOMIS ROAD (TKN 891-9011-000) with the change of the Developers name from Boomtown, LLC to Loomis & Ryan Inc. throughout the entire Development Agreement. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2023-8037  
EXECUTE AGREEMENT  
WITH CARL  
COLLECTIVE FOR  
MARKETING  
MATERIALS  
DEVELOPMENT  
PROFESSIONAL  
SERVICES
- G.7. Alderman Barber moved to adopt Resolution No. 2023-8037, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH CARL COLLECTIVE (TROZZOLO CREATIVE RESOURCES INC.), FOR MARKETING MATERIALS FOR DEVELOPMENT PROFESSIONAL SERVICES subject to minor technical changes by the City Attorney. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2023-8038  
INSTALLATION OF A  
FENCE WITHIN THE 20-  
FOOT SANITARY  
EASEMENT UPON LOT  
14 IN BLOCK 11 IN  
SOUTHVIEW ESTATES  
ADDITION NO.1
- G.8. Alderman Barber moved to adopt Resolution No. 2023-8038, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT SANITARY EASEMENT UPON LOT 14 IN BLOCK 11 IN SOUTHVIEW ESTATES ADDITION NO. 1, BEING A RE-DIVISION OF THE OUTLOT 1, BLOCK 6, AND OUTLOT 1, BLOCK 7, SOUTHVIEW ESTATES, AND A PART OF THE SW 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (7534 SOUTH 69TH STREET) (TKN 791-

0182-000) (GLENN AND JANET MITTELSTADT, APPLICANT).  
Seconded by Alderwoman Eichmann.

- RES. 2023-8039  
EXECUTE A  
STATE/MUNICIPAL  
FINANCIAL  
AGREEMENT &  
MAINTENANCE  
AGREEMENT FOR S.  
27<sup>TH</sup> ST FROM ELM RD  
TO W. VILLA DR
- G.9. Alderwoman Day moved to adopt Resolution No. 2023-8039, A RESOLUTION TO EXECUTE A STATE/MUNICIPAL FINANCIAL AGREEMENT AND A STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR S. 27TH STREET (STH 241) FROM W. ELM ROAD TO W. VILLA DRIVE (ID 2265-09-71) FOR \$3,546,990 and to direct staff to hold off on an Engineers Report for special assessments until a full accounting of Park Impact Fees are completed. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2023-8040  
MEMORANDUM OF  
AGREEMENT WITH  
THE WI DOT FOR 116<sup>TH</sup>  
STREET TRAIL
- G.10. Alderman Holpfer moved to adopt Resolution No. 2023-8040, A RESOLUTION TO ENTER A MEMORANDUM OF AGREEMENT WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR 116<sup>TH</sup> STREET TRAIL (ID 2976-00-02). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ADD AN ASSOCIATE  
PLANNER POSITION TO  
THE PLANNING  
DEPARTMENT
- G.11. Alderman Barber moved to authorize Staff to add an Associate Planner position to the Planning Department. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- CONTINUED  
DISCUSSION OF W.  
PUETZ ROAD  
PATHWAY FROM S.  
76<sup>TH</sup> ST TO W. ST.  
MARTINS RD
- G.12. Alderman Holpfer moved to direct staff to start with project development for Grant applications (80% Transportation Alternative Program due on October 31, 2023). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-8041  
IMPOSING  
CONDITIONS AND  
RESTRICTIONS FOR  
THE APPROVAL OF A  
SPECIAL USE FOR A  
SPORTS TRAINING  
FACILITY – 6814 S.  
112<sup>TH</sup> ST
- G.13. Alderman Craig moved to adopt Resolution No. 2023-8041, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SPORTS TRAINING FACILITY USE UPON PROPERTY LOCATED AT 6814 S. 112TH STREET, (BION STRENGTH AND CONDITIONING LLC, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.
- DISCUSSION  
REGARDING MEETING  
TIME CHANGE FOR  
PLAN COMMISSION
- G.14. Alderman Hasan moved to change the Plan Commission meeting start time. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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- ESTABLISH 2023 TRICK OR TREAT      G.15.      Alderwoman Eichmann moved to establish Saturday, October 28<sup>th</sup>, 2023, from 4-7 pm, for the Halloween Trick or Treat observance in the City of Franklin. Seconded by Alderman Hasan. On a roll call; all voted Aye except Alderman Craig voted no. Motion carried 5-1-0.
- CONFIRMATION OF THE APPOINTMENT OF JUSTIN LIGOCKI AS THE DIRECTOR OF INSPECTION SERVICES      G.16.      Alderman Barber moved to confirm the appointment of Justin Ligocki as the Director of Inspection Services for the City of Franklin. Seconded by Alderwoman Eichmann. On a roll call; all voted Aye. Motion carried.
- MISCELLANEOUS LICENSES      H.      Alderwoman Eichmann moved to approve the following licenses:  
  
License Meeting of September 5, 2023:  
  
Grant 2023-24 Operator License to: Bryce Hedges, Kamyła Held, Sandra Kolb, Daniel Luna, Max McCoy, Samantha Piszczek, Liam Rodriguez, Megan Rongholt, Lyanna Tibbits, & Raven Trammel.  
  
Seconded by Alderman Craig. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL      I.      Alderman Holpfer moved to approve City vouchers with an ending date of August 31, 2023, in the amount of \$2,577,908.25, and payroll dated August 25, 2023, in the amount of \$685,086.57 and payments of the various payroll deductions in the amount of \$538,480.15, plus City matching payments, and estimated payroll dated September 8, 2023, in the amount of \$465,000 and payments of the various payroll deductions in the amount of \$250,000, plus City matching payments. Seconded by Alderman Craig. On roll call; all voted Aye. Motion carried.
- CLOSED SESSION - *BPC COUNTY LAND, LLC V CITY OF FRANKLIN, MILWAUKEE COUNTY CIRCUIT COURT CASE NOS. 20 19-CV-8963 AND 2021-CV-55 81*      G.17.      Alderman Holpfer moved to enter closed session at 7:58 p.m., pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call; all voted Aye. Motion carried.  
  
Mayor Nelson proceeded into a five-minute recess.  
  
Resumed into closed session at 8:05 p.m.  
  
Upon re-entering open session at 8:15 p.m.,  
  
Alderman Craig moved to proceed as discussed in closed session.



Seconded by Alderman Hasan. On a roll call; all voted Aye. Motion carried.

CLOSED SESSION -  
*VELO VILLAGE*  
*APARTMENTS, LLC V*  
*CITY OF FRANKLIN,*  
MILWAUKEE COUNTY  
CIRCUIT COURT CASE  
NO. 2023-CV-5465

- G.18. Alderman Holpfer moved to enter closed session at 8:17 p.m., pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call; all voted Aye. Motion carried.

Upon re-entering open session at 8:24 p.m.,

Alderman Barber moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Day. All voted Aye; motion carried.

CLOSED SESSION -  
CITY PERSONNEL  
PERFORMANCE  
EVALUATION

- G.19. Alderman Barber moved to enter closed session at 8:26 p.m., pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. §19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and Wis. Stat. §19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye; motion carried.

Upon re-entering open session at 9:55 p.m.,

Alderman Holpfer moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Craig. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:56 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>CORRECTED REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE 09-19-23</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Mayoral Appointments</b></p>	<p style="text-align: center;"><b>ITEM NUMBER E.</b></p>

The Mayor has made the following appointments for Council confirmation:

1. Clarke Johnson, 7703 W. Margaret Ln., Ald. Dist. 1 - Board of Public Works for a 3 year unexpired term expiring 04/30/26.
2. Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 - Architectural Board for a 3 year unexpired term expiring 04/30/25 (moving from an Alternate Member to a Regular Member).

**COUNCIL ACTION**

Motion to confirm the following Mayoral appointments:

1. Clarke Johnson, 7703 W. Margaret Ln., Ald. Dist. 1 - Board of Public Works for a 3 year unexpired term expiring 04/30/26.
2. Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 - Architectural Board for a 3 year unexpired term expiring 04/30/25 (moving from an Alternate Member to a Regular Member).

**Shirley Roberts**

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Wednesday, August 16, 2023 11:32 AM  
**To:** Lisa Huening, Shirley Roberts, Karen Kastenson  
**Subject:** Volunteer Fact Sheet

**Name:** Clarke Johnson  
**PhoneNumber:** 2624929732  
**EmailAddress:** cjsjohnson@tds.net  
**YearsasResident:** 10\*  
**Alderman:**  
**ArchitecturalBoard:** no  
**CivicCelebrations:** no  
**CommunityDevelopmentAuthority:** no  
**EconomicDevelopmentCommission:** no  
**EnvironmentalCommission:** no  
**FinanceCommittee:** no  
**FairCommission:** no  
**BoardofHealth:** no  
**FirePoliceCommission:** no  
**ParksCommission:** no  
**LibraryBoard:** no  
**PlanCommission:** yes  
**PersonnelCommittee:** no  
**BoardofReview:** no  
**BoardofPublicWorks:** yes  
**QuarryMonitoringCommittee:** no  
**TechnologyCommission:** no  
**TourismCommission:** no  
**BoardofZoning:** no  
**WasteFacilitiesMonitoringCommittee:** no  
**BoardWaterCommissioners:** yes  
**CompanyNameJob1:** Retired  
**CompanyAddressJob1:** 7703 W Margaret Ln  
**TelephoneJob1:** 2624929732  
**StartDateandPositionJob1:** 2015  
**EndDateandPositionJob1:** current  
**CompanyNameJob2:** Mill Creek Metro Park District  
**AddressJob2:** Canfield Ohio  
**TelephoneJob2:**  
**StartDateandPositionJob2:** 2010

**EndDateandPositionJob2:** 2012  
**CompanyNameJob3:** Portage Parks and Recreation Department  
**AddressJob3:** Portage Indiana  
**TelephoneJob3:**  
**StartDateandPositionJob3:** 2008  
**EndDateandPositionJob3:** 2010  
**Signature:** Clarke Johnson  
**Date:** 8-16-2023  
**Signature2:** Clarke Johnson  
**Date2:** Resume being sent 8-16-2023  
**Address:** 7703 W Margaret Ln  
**PriorityListing:** Any pace where I may be of service  
**WhyInterested:** I have been involved in public service e for 40 years now that I am retired I would like to continue to participate  
**DescriptionofDutiesJob1:** various volunteer positions Performing Arts Center, Milwaukee Art Museum, Habitat for Humanity, Polish Fest, US Golf Open and others  
**DescriptionofDutiesJob2:** Executive Director Appointed by the Mill Creek Metropolitan Park District Board to successfully position Ohio's first park district for the passage of the 2014 levy and plan a path for a sustainable future by developing and implementing a detailed and comprehensive strategic/master plan.  
**DescriptionofDutiesJob3:** Superintendent Parks and Recreation Manages department operations, including budgets, personnel, community service programs, special events, community centers, Lakefront Park and Riverwalk. Supervises the reservations for parks, pavilions, athletic fields, banquet halls and other facilities.  
**AdditionalExperience:** Superintendent Milwaukee Lakeshore State Park WDNR 2002-2008 Responsibilities include acquisition of land, facility construction and maintenance, interpretive program development, public contact and public protection, identification of capital development projects consistent with the approved master plan and budget preparation. Responsible for working closely with partners, local officials and other groups with interest in the development and operation of the Lakeshore State Park. These include World Festivals; Inc., Pier Wisconsin, the Milwaukee Harbor Commission, the City of Milwaukee and Milwaukee County Parks, Recreation and Culture Department. Works in concert with the Bureaus of Parks and Recreation, Lands and Facilities, Fisheries Management & Habitat Protection and Wildlife Management to develop an informative naturalist program to provide a unique state park experience, showcases the state park system and focuses on Lake Michigan.

[See Current Results](#)

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<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>  09/19/2023</p>
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p align="center"><b>A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A DRIVE THROUGH RESTAURANT UPON PROPERTY LOCATED AT  7730 S LOVERS LANE RD.  (BY DHARMESH GHELANI, AK DEVELOPERS LLC, APPLICANT, FRANKLIN WYNDHAM LLC, PROPERTY OWNER)</b></p>	<p align="center"><b>ITEM NUMBER</b>  y. 1.  Ald. Dist.  2</p>

At the September 7, 2023 regular meeting, the Plan Commission adopted a motion to recommend approval of this application for a Special Use to allow for the development of a single-story building housing commercial tenant space with a single drive-through that wraps the building.

Fiscal Impact: Not Applicable

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2023-\_\_\_\_\_, imposing conditions and restrictions for the approval of a Special Use for a drive through restaurant upon property located at 7730 S. Lovers Lane Rd. (DHARMESH GHELANI, AK DEVELOPERS LLC, APPLICANT, FRANKLIN WYNDHAM LLC, PROPERTY OWNER)

## RESOLUTION NO. 2023-\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR  
THE APPROVAL OF A SPECIAL USE FOR A DRIVE THROUGH RESTAURANT  
UPON PROPERTY LOCATED AT 7730 S LOVERS LANE RD.  
(BY DHARMESH GHELANI, AK DEVELOPERS LLC, APPLICANT,  
FRANKLIN WYNDHAM LLC, PROPERTY OWNER)

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WHEREAS, Dharmesh Ghelani, AK Developers, LLC having petitioned the City of Franklin for the approval of a Special Use for a restaurant with a drive-through, upon property located at 7730 S Lovers Lane Rd., zoned CC Civic Center. The property which is the subject of the application bears Tax Key No. 794 9999 007 and is more particularly described as follows:

Lot 3 of Certified Survey Map No. 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013. As Document No. 103151111; being a Redivision of Lot 1 of Certified Survey Map No. 8000, being a Redivision of Parcel 1 of Certified Survey Map 5762, Certified Survey Map No. 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 21 East; said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of September, 2023, 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 they will not have an undue adverse impact upon adjoining property; that they will not interfere with the development of neighboring property; that they will be served adequately by essential public facilities and services; that they will not cause undue



traffic congestion; and that they 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, meet 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 Dharmesh Ghelani, AK Developers, 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 Dharmesh Ghelani, AK Developers, LLC , successors and assigns, for a restaurant with a drive-through use, which shall be developed in substantial compliance with, and operated and maintained by Dharmesh Ghelani, AK Developers, LLC , pursuant to those plans City file-stamped August 28, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Dharmesh Ghelani, AK Developers, 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 Dharmesh Ghelani, AK Developers, LLC restaurant with a drive-through Special Use, 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 the Dharmesh Ghelani, AK Developers, LLC restaurant with a drive-through Special Use for the property located at 5444 West Rawson Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals,

permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

4. The hours of operation for the drive through shall be limited to no later than 10:00 P.M.
5. The hours of operation for business within the Dairy Queen development shall be limited to no later than 10:00 P.M.

BE IT FURTHER RESOLVED, that in the event Dharmesh Ghelani, AK Developers, LLC , successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

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

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



**REPORT TO THE PLAN COMMISSION**  
**Meeting of September 7, 2023**  
**Special Use**

---

**RECOMMENDATION:** City Development Staff recommends the Plan Commission forward the Special Use application to the Common Council for decision based on the recommended draft Resolution with conditions as attached.

---

<b>Project Name:</b>	<b>Dairy Queen Drive Through</b>
<b>Property Owner:</b>	Franklin Wyndham LLC
<b>Applicant:</b>	Dharmesh Ghelani, AK Developers LLC
<b>Property Address/Tax Key Number:</b>	7730 S Lovers Lane Rd / 794 9999 007
<b>Aldermanic District:</b>	District 2
<b>Agent:</b>	Dharmesh Ghelani, AK Developers LLC
<b>Zoning District:</b>	CC Civic Center
<b>Use of Surrounding Properties:</b>	CC Civic Center (east, south, and west), R-3E Suburban/Estate Single-Family Residence District (south)
<b>Application Request:</b>	To allow for a restaurant with drive through
<b>Staff Planner:</b>	Marion Ecks, AICP

---

## Background

The applicant is seeking a Special Use Permit for an approximately 2,000 sq. ft. Dairy Queen Drive Through restaurant. This site is part of the Shoppes at Wyndham Village; it is currently vacant. The site plan included in the meeting packet is a conceptual plan for a development with two businesses: the proposed Dairy Queen and a future tenant space. Pending Common Council's approval of the Special Use Permit, Planning Commission will review a full site plan at a future meeting, pending the applicant's submittal.

## SPECIAL USE

The lot is zoned CC Civic Center. Eating Places (SIC Code 5812) are an allowed use; however, drive throughs require Special Use approval. The proposed drive-through use meets the requirements of the ordinance for queuing. Due to the location close to residential properties, staff recommends that the hours of operation for the drive-through and the hours of operation for businesses in the development, be limited to no later than 10:00 PM as condition of approval for the Special Use, to mitigate adverse impacts on nearby residential properties.

The Site Plan will be reviewed at a subsequent meeting, and must be responsive to Unified Development Ordinance (UDO) requirements relating to bufferyards and landscaping requirements. The Commission may recommend additional requirements related to buffering or mitigation of negative impacts for the Special Use.

Staff notes the following:

- The applicant has provided required responses to, and complies with, the standards of §15-3.0701: General Standards for Special Uses.
- The development is consistent with the existing zoning requirements, and Future Land Use Comprehensive Master Plan intent for the district (§15-7.0102.M).
- The conceptual Site Plan provides enough queuing space for cars to wait in the drive-through without encroaching on internal roads, exceeding the standards of Table 15-5.0203 which requires 7 queuing spaces per service lane.
- Two other developments in the Shoppes at Wyndham Village include drive-through uses: the Summit Bank and Biggby Coffee.
- Future users of the tenant space will be required to complete separate use approvals: either a Zoning Compliance or a Special Use depending on the business type.

#### **SITE COMPLIANCE**

A site visit was not performed in preparation for this staff report because the land is currently vacant.

#### **STAFF RECOMMENDATION**

The Plan Commission may recommend, and the Common Council may impose, conditions and limitations on a Special Use application related to use, design and operation (§15-3.0701.D).

The Department of City Development staff recommends the Plan Commission forward the Special Use application to the Common Council for decision based on the recommended draft Resolution as attached. The resolution reflects recommended conditions of approval.

#### **Recommended Conditions of Approval**

- The hours of operation for the drive through shall be limited to no later than 10:00 P.M.
- The hours of operation for business within the development shall be limited to no later than 10:00 P.M.

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 \_\_\_\_\_, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

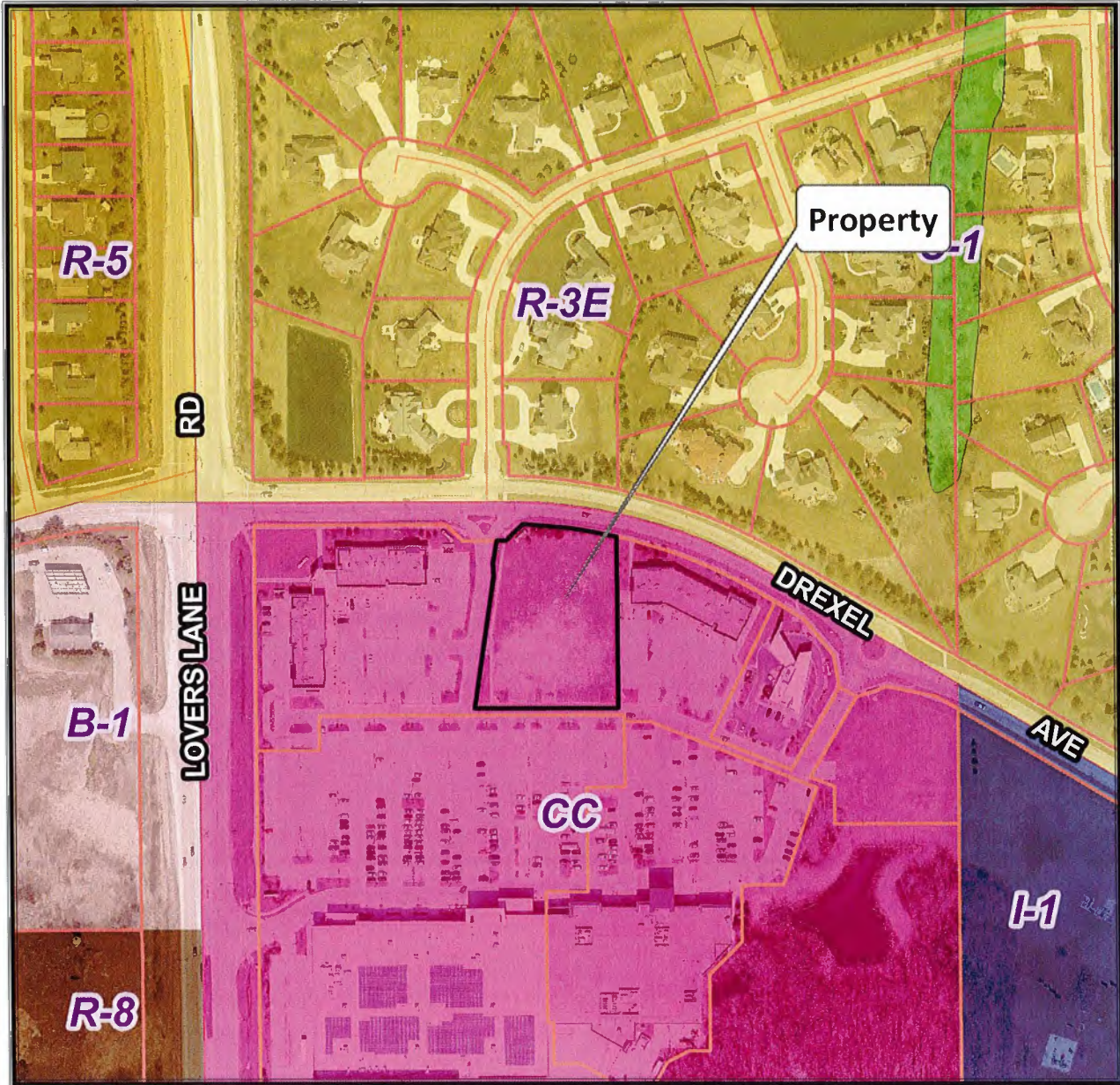
ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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



7730 S. Lovers Lane Road  
TKN 794 9999 007



Planning Department  
(414) 425-4024

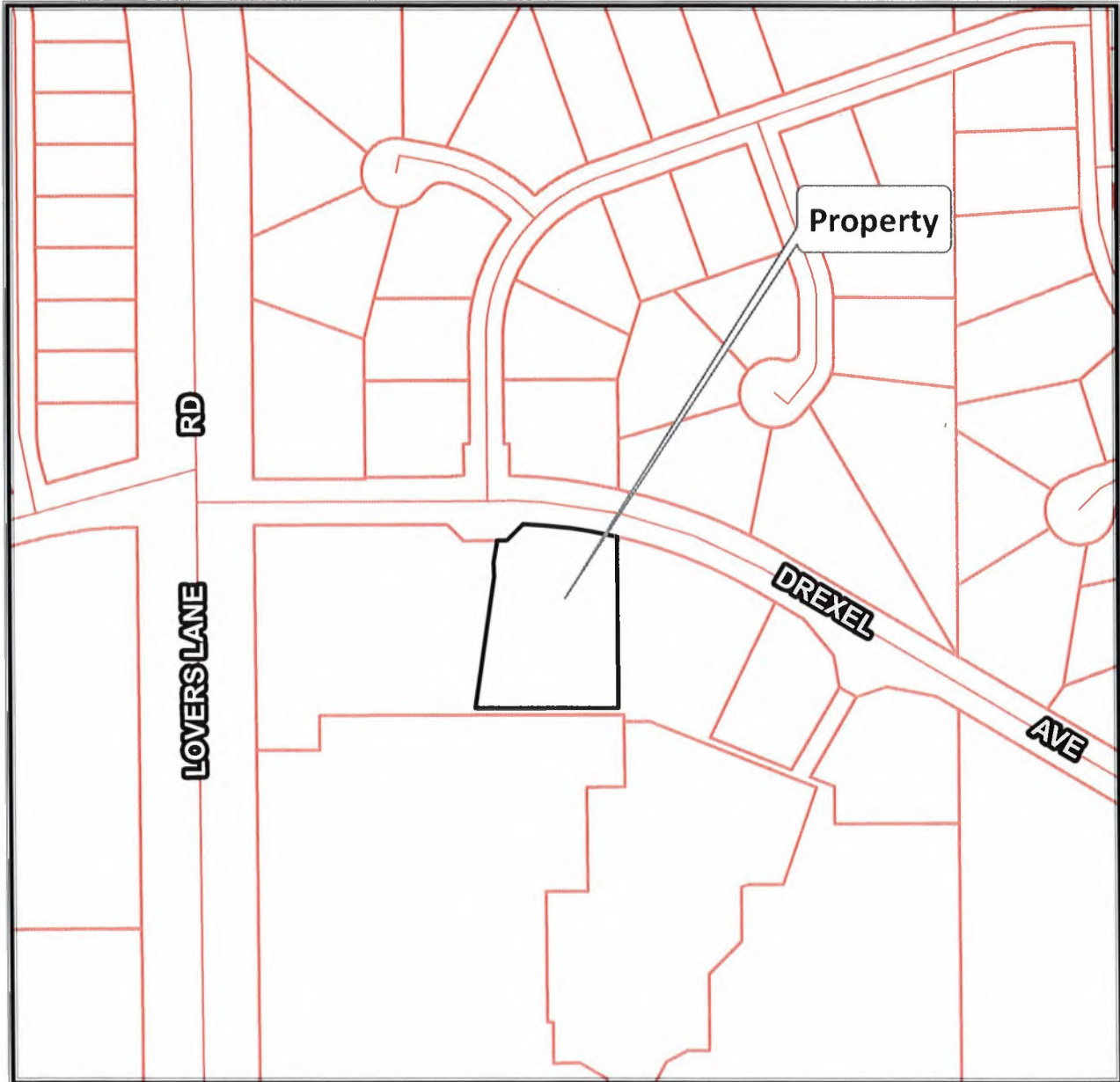
0 170 340 680 Feet



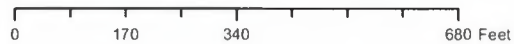
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*



7730 S. Lovers Lane Road  
TKN 794 9999 007



**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.*



August 14, 2023

**Project Narrative: Special Use Application for a proposed drive-through use**

We are proposing to construct an approximately 2,200 square foot drive-through restaurant upon property located at 7730 S. Lovers Lane Road. The restaurant will be a Dairy Queen Grill and Chill with seating for up to 46 customers. The proposed building would also contain roughly 5,700 square feet of additional retail space. It is anticipated that this will consist of two additional tenants. The users of this space will be subject to future use approvals as determined necessary by the City of Franklin and Unified Development Ordinance.

Currently only the Dairy Queen drive-through use is being requested for approval. Detailed site and building plans will be submitted following approval of the Special Use.

Responses to Section 15-3.0701, General Standards for Special Uses, have been provided as well as a conceptual site plan. Furthermore, responses have been provided that address all staff comments received in the August 11, 2023 Department of City Development review letter.

It should be noted that it is our intent to maintain and preserve the existing landscape buffer along the north property line. Moreover, hours of operations will be limited to 10:00 p.m. for the proposed restaurant and drive-through use. Sufficient parking will be provided, and lighting will be designed and consistent with the existing lighting at the shopping center. As such, there are no adverse impacts to the surrounding area.

Sincerely,

Dharmesh Ghelani



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



APPLICATION DATE: \_\_\_\_\_  
 STAMP DATE: \_\_\_\_\_ city use only

**COMMON COUNCIL REVIEW APPLICATION**

**PROJECT INFORMATION (REQUIRED)**

APPLICANT (FULL LEGAL NAMES)		APPLICANT IS REPRESENTED BY (CONTACT PERSON)	
NAME: DHARMESH GHELANI		NAME: DHARMESH GHELANI	
COMPANY: AK DEVELOPERS LLC		COMPANY: AK DEVELOPERS LLC	
MAILING ADDRESS: 5514 W RIVER PARK CT		MAILING ADDRESS: 5514 W RIVER PARK CT	
CITY/STATE: FRANKLIN ZIP: 53132		CITY/STATE: FRANKLIN ZIP: 53132	
PHONE: 6306243545		PHONE: 6306243545	
EMAIL ADDRESS: DGHELANI@YAHOO.COM		EMAIL ADDRESS: DGHELANI@YAHOO.COM	

**PROJECT/PROPERTY INFORMATION**

PROPERTY ADDRESS: 7730 S LOVERS LN ROAD	TAX KEY NUMBER: 784-9899-007
PROPERTY OWNER: FRANKLIN-WYNDHAM LLC	PHONE: 6306243545
MAILING ADDRESS: 666 DUNDEE RD SUITE 901	EMAIL ADDRESS: dghelani@yahoo.com
CITY/STATE: NORTHBROOK, IL ZIP: 60062	DATE OF COMPLETION: _____ OFFICE USE ONLY

**APPLICATION TYPE**

Please check the application type that you are applying for

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

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

**SIGNATURES**

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s) knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §9A3.13.

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

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

PROPERTY OWNER SIGNATURE 	DATE: 6/6/23	APPLICANT SIGNATURE 	DATE: 06/05/2023
NAME & TITLE: Jonathan Basoff, President of		NAME & TITLE: DHARMESH GHELANI, PRESIDENT	
PROPERTY OWNER SIGNATURE 	DATE: _____	APPLICANT REPRESENTATIVE SIGNATURE	
NAME & TITLE: Manager of Franklin Wyndham LLC		NAME & TITLE: _____	DATE: _____

## CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department.

### CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$250 Application fee payable to the City of Franklin.
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives.
  - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 1/2" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of-way, natural resources/green space and drainage issues/concerns, etc.])
  - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials.

### COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives.
  - Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required.
  - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

### PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
  - \$6,000 New PDD
  - \$3,500 PDD Major Amendment
  - \$500 PDD Minor Amendment
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc. (See Sections 15-7 0101, 15-7 0301, and 15-5 0402 of the UDO for information that must be denoted or included with each respective plan)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable.
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15-3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
  - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
  - Minor PDD Amendment requests require Plan Commission review and Common Council approval

### REZONING

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
  - \$1,250
  - \$350 one parcel residential
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
  - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
  - Requires a Class II Public Hearing notice at Plan Commission

**SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
  - \$1,500 New Special Use > 4000 square feet
  - \$1,000 Special Use Amendment.
  - \$750 New Special Use < 4000 square feet
- Word Document legal description of the subject property.
- One copy of a response to the General Standards, Special Standards, and Considerations found in Section 15-3 0701(A), (B), and (C) of the UDO available at [www.franklinwi.gov](http://www.franklinwi.gov)
- Three (3) complete collated sets of application materials to include . .
  - Three (3) project narratives
  - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", The submittal should include only those plans/items as set forth in Section 15-7 0101, 15-7 0301 and 15-5 0402 of the UDO that are impacted by the development (e.g, Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- Email or flash drive with all plans / submittal materials.
- Additional information as may be required
  - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

**UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Three (3) project narratives, including description of the proposed text amendment
  - Requires a Class II Public Hearing notice at Plan Commission
  - The City's Unified Development Ordinance (UDO) is available at [www.franklinwi.gov](http://www.franklinwi.gov)

**DIVISION 15-3.0700**

**SPECIAL USE STANDARDS AND REGULATIONS**

**SECTION 15-3.0701**

**GENERAL STANDARDS FOR SPECIAL USES**

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

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

*Response: Current use is Commercial and future use is Mixed Use. The Wyndham village OUT LOT 2 can be used for restaurant as a master plan and I would like to add drive through Dairy Queen Grill and Chill. I'm requesting special use for Drive through for Dairy Queen.*

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

*Response: Adding a state-of-the-art drive through National chain restaurant would not impact adversely to current occupants but it would increase appeal for future tenants in surrounding area in shopping center. Also, DQ Grill and Chill Restaurant would be a welcome addition for residents of Franklin and their welfare.*

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

*Response: It would not interfere with surrounding development.*

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

*Response: The shoppes at Wyndham already have all the amenities and public facilities including public water and sewer.*

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

*Response: With at least 2 ingress and egress to the OUT LOT 2 people would be able to move in and out easily. Also, with at least 10 plus cars able to stack-up in drive through lane it would not cause any traffic congestions.*

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

*Response: It's currently approved for restaurant so adding drive through wouldn't cause any destruction of significant features.*

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

*Response: will comply with all the standards for the restaurant as per the ordinance.*

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

*Response: will comply with all the standards for the Drive Through restaurant as per the ordinance.*

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

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

*Response: Adding a state-of-the-art drive through National chain restaurant would enhance public convenience also it would increase appeal for future tenants in*

*surrounding area in the shopping center. Also, DQ Grill and Chill Restaurant would be a welcome addition for residents of Franklin and their tastebuds.*

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

*Response:*

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

*Response: With at least 2 ingress and egress to the OUT LOT 2 people would be able to move in and out easily. Also, with at least 10 plus cars able to stack-up in drive through lane it would not cause any traffic congestions.*

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

*Response: Restaurant is a compatible use within this shoppes at the Wyndham Village. Adding a drive through would not establish an incompatible uses,*

**City of Franklin Department of City Development**

Date: August 11, 2023

To: Dharmesh Ghelani, AK Developers LLC

From: City Development Staff

RE: Dairy Queen Special Use for Drive Through

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Department comments are as follows for the Dairy Queen Special Use for a Drive Through submitted by Dharmesh Ghelani, AK Developers LLC on 06/08/2023. The lot is zoned CC City Civic Center District. Drive through facilities require Special Use approval.

**Department of City Development**

1. How many employees will work out of this site?

It is anticipated that a maximum of four employees will be onsite at any given time for the Dairy Queen use.

Approximately ten employees are anticipated for all prospective tenants of the multi-tenant retail building; however, this will be dependent upon future approved uses.

2. What are the proposed hours of operation?

The hours of operations for the Dairy Queen restaurant are from 10:00 a.m. to 10:00 p.m., seven days a week.

3. Conceptual Site Sketch 1b shows a single building with drive through and an undeveloped area. Is the applicant proposing a phased development with multiple drive-throughs, or a land division?

Please see the attached site plan, which illustrates an existing building with a single drive-through. A second drive-through is not anticipated.

The development will be completed within a single phase.

A land division is not anticipated.

Special Use:

4. The applicant has provided required responses. The application complies with the standards of §15-3.0701: General Standards for Special Uses.
  - a. Staff recommends that the approval be responsive to the requirements of §5-3.0701.C.3: Mitigation of Adverse Impacts.
    - i. Please see comments on the conceptual site plan for recommendations on site design

The site will be designed to address staff comments and mitigate any adverse impacts to the surrounding area. With that said, it is not anticipated that the proposed uses and development will have any adverse impacts.

This is a retail development within an existing commercial/retail shopping center.

The existing landscape buffer will be utilized, as well as additional plantings, to continue to buffer the shopping center from adjacent uses, particularly the single-family residential subdivision to the north.

Lighting will be designed with the neighborhood in mind and the restaurant will be open no later than 10:00 p.m.

- ii. Staff recommends limiting the hours of operation to no later than 10:00 P.M.

10:00 p.m. is acceptable.

5. Note that the Plan Commission may recommend, and the Common Council may impose, conditions and limitations on a Special Use application related to use, design and operation (§15-3.0701.D).

Understood.

#### Conceptual Site Plan

Site Plan Applications must meet the general principles and standards of review under Division §15-7.0100.

6. Note that §15-5.0108 requires an increased setback of 40' along arterial streets and highways.



Please be aware that upon submittal of a detailed site plan, it will be requested that this increased setback requirement be exempted in accordance with Note (c) of Table 15-3.0307A. of Section 15-3.0307C.

7. Sign location and dimensions require separate permitting. While the planned location of the proposed monument sign should be shown, the site plan review does not constitute approval of the location of the sign or the sign itself.

Understood.

8. Shared Signage for the Shoppes at Wyndham Village is located on this property – removal requires Master Sign Program Amendment.

The existing signage is not proposed to be removed.

9. Buferyards (§15-7.0102.H ) are required on the north property line, as the properties across the street do not share the same zoning (15-5.0301.D). Staff recommends conserving existing mature plants.

A landscape plan will be provided at the time of submittal of detailed site and development plans. As noted, there is an existing mature landscape screen along the north property line, adjacent to West Drexel Avenue. This planting buffer will be maintained as part of this development.

### **Fire Department Comments**

The Fire Department comments below will be addressed upon submittal of detailed development plans.

- Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
- Pre-existing fire alarm and fire sprinkler systems shall be maintained in compliance with relevant code.
- Fire Extinguisher placement as per NFPA 10.
- Fire Department Connection (FDC), and hydrant placement and density must be acceptable to AHJ (applies to new construction).
- At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.
- Master Key set required for placement in Knox Box (if required).

- Permitting and submittal instructions for fire protection system review and inspection can be found at:  
<https://www.franklinwi.gov/Departments/Fire.htm>

### **Engineering Comments**

Engineering comments will be addressed upon submittal of detailed development plans. It is understood that the Engineering Department must be contacted to discuss storm water, grading and erosion control.

Engineering review aspects: Separate engineering submittal required

- Complete and submit engineering and storm water management plan review application
- 3 hard copies of plans, 1 hard copy of storm water management plan submitted to Engineering Dept
  - This site was part of a previously approved storm water management plan (SWMP)
    - The SWMP accounted for 79.93% impervious surface for the Shoppes at Wyndham Village development
    - Please contact Tyler Beinlich [tbeinlich@franklinwi.gov](mailto:tbeinlich@franklinwi.gov) 414-425-7510 to obtain a copied of the previously approved SWMP.

### **City Attorney's Office**

- We need a more complete legal description.

Lot 3 of Certified Survey Map No. 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013. As Document No. 10315111; being a Redivision of Lot 1 of Certified Survey Map No. 8000, being a Redivision of Parcel 1 of Certified Survey Map 5762, Certified Survey Map No. 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 21 East; said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin.



**DREXEL**

**AVE**

40.41'

75.25'

39.96'

165.84'

59.51'  
39.09'

15.74'

24.80'

230.28'

297.37'

7730

249.41'

12.5'

45.47'

0'





<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 9/19/2023
<b>REPORTS &amp; RECOMMENDATIONS</b>	Authorize Wage Adjustment for Ryan Boos (Grade Level 3) to Hourly Rate \$27.38 - Account 01-0144-5111	<b>ITEM NUMBER</b> B.2.

**Background**

Ryan Boos initially started working with the City of Franklin as an IT consultant through Robert Half Technology. Before being employed as a permanent employee on September 13, 2021, he worked as a temporary helpdesk administrator for a year. Grade Level 3 is currently allocated to the "Helpdesk and User Support Administrator" position. The hourly pay for this position ranges from \$21.06 to \$27.38 (\$43,881 to \$56,953; median \$52,354). Ryan was recruited in 2021 and given a starting salary of \$22.25 per hour, slightly above his temporary pay at Robert Half.

Since being hired in 2021, Ryan's role and responsibilities have expanded to include providing helpdesk and application services at City Hall and becoming an expert in all systems at the Franklin Police Department. Ryan supports the core operational software, including Pro Phoenix, NetMotion VPN, TraCS, WatchGuard, and Microsoft SQL, and regularly works on servers and networking hardware at the PD. Ryan is currently executing tasks that are part of the "Server and Infrastructure Engineer" (Grade Level 8) job description, which is significantly outside the job description and skills of a helpdesk administrator.

There is currently only one Helpdesk and User Support Administrator and one Director of IT working in the IT Department. Despite having funding, the second FTE position will remain vacant in 2023. Until a new worker or consultant can be found and hired after passing the necessary CJIS background check, IT will continue to operate at 50% personnel levels for the foreseeable future. It is the recommendation of the Director of Administration and the Director of IT that Ryan Boos be placed at the maximum salary level for the current job description at Grade Level 3.

**Corrective Action**

The Grade Level 3 "Helpdesk and User Support Administrator" job description needs to be updated to include competencies and skills comparable to those defined in the job descriptions in other municipalities, and the grade level needs to be reevaluated as part of a larger comparison study. The existing job description is thought to be both uncompetitive and graded far below market. This assertion is supported by the failure to hire temporary workers as permanent employees in 2023. To reflect his increased abilities and active job obligations, the Directors of Finance and Administration recommend that Ryan Boos' hourly pay be increased from \$23.84 to \$27.38. A full analysis of the existing job description and assigned grade levels will be performed later.

## Fiscal Impact

For 2023 funding of \$86,000 was assigned to Police Department Data Processing (01-0211-5214) for temporary services for Robert Half Technology and Heartland Business Systems. Additionally, funding was increased in the IT Salaries (FT) budget (01-0144-5111) from \$133,610 to \$183,048 to account for the hiring of Mary Steinhardt as a full-time employee and annual merit increases. Mary Steinhardt declined the job offer. Funds for the secondary full-time employee currently exist within 01-0144-5111 and can be used for the additional wage increase.

Estimated cost of hourly wages (est. 14 weeks):

• Estimated cost of increased wages	\$1,982.40
• Estimated cost of increased benefits (est 45%)	\$892.08
Total Estimated 2023 Increase:	\$2,874.48

## Assumptions

All wage increases will be carried over and planned for within the 2024 budget. All employees will continue at existing job descriptions and grade levels. Changes may be made in 2024 based on the results of a city-wide comprehensive study.

## **COUNCIL ACTION REQUESTED**

Motion to authorize the hourly wage increase for Ryan Boos from \$23.84 to \$27.38/hr. Annual salary is estimated at \$56,953 with estimated corresponding benefits of \$25,628.

CITY OF FRANKLIN  
Job Description

**Job Title:** Desktop & User Support Administrator

**Department:** Information Services

**Reports To:** Director of Information Technology

**Salary Level:** Grade 3

**FLSA Status:** Non-Exempt

**Prepared By:** Jim Matelski, Director of Information Technology and Dana Zahn, Human Resources Coordinator

**Prepared Date:** February 2020

**Approved By:** Common Council

**Approved Date:** March 17, 2020

**Summary** This position is customer-service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for the installation and support of hardware, desktop software, operating systems and network connectivity as defined by enterprise standards. Recommends appropriate computer tools to users including software, documentation and training.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- ***End User Support***
  - Answer all phone calls or in-person requests in a polite and professional manner.
  - Record all problems and issues within an enterprise ticketing system, while providing full resolution to customers within defined service level agreements (SLA).
  - Record all reported error messages and research all relevant event or application logs.
  - Identify and flag repeating or correlated incidents as problems.
  - Repair or replace equipment as necessary.
  - Provide escorted remote access to vendors in order to facilitate the troubleshooting of issues.
  - Interface with senior support technicians or vendors in order to provide full resolution to complex problems.
- ***Desktop, Laptop and Application Provisioning***
  - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops, using both block-images and package provisioning tools.
  - Review, evaluate and deploy Windows service packs, hot fixes, application updates, and vendor-supplied firmware/patches according to IT security policies.
  - Update all desktop images with the latest vendor provided device drivers
  - Configure hard drive encryption/decryption, while safely securing all encryption keys.

- Deploy operating systems, service packs, and security hot fixes using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging
- Track and maintain all hardware, software, and license assets
- ***Mobile Device Setup & Provisioning***
  - Setup Outlook Mobile on employee owned cell phones for remote email connectivity.
  - Deploy city owned iPads and Windows tablets using VMWare Workspace One to control the device setup and configuration.
  - Deploy and update web and native applications using VMWare's Mobile Device Management (MDM) packages.
- ***Printer and Copier Support***
  - Deploy print queues to devices
  - Assist users in the usage and operation of all photo copiers
  - Assist users with the scanning and OCR of documents
- ***Project Implementation Tasks***
  - Execute the implementation of project tasks for desktops, applications, or infrastructure changes.
  - Adhere to system security standards and maintain audit documentation
  - Additional support duties as required for the coordination and implementation of project tasks.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **Education and Experience**

### ***Requirements:***

- Associate Degree in Computer Science, CompTIA A+, Microsoft MCP, Microsoft Office Specialist-Associate or equivalent certification
- Must have 1-3 years of desktop hardware, software, and end user support experience
- Experience with Windows 10 installation and automated deployments

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience.

### ***Preferences:***

- Related business experience supporting municipal, fire, police, or OEM systems and application.
- Knowledge of Police applications: Phoenix RMS/CAD/WDA, TraCS, NetMotion, BOSS/ALPR, Arbitrator
- Microsoft Exchange email or team conferencing systems
- Microsoft Deployment Toolkit
- VMWare Workspace One
- Microsoft T-SQL
- Microsoft PowerShell administration
- Crystal Reports
- Apple IOS; Android OS



## **Other Skills and Abilities**

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding
- Ability to handle confidential information with discretion
- Ability to pass a security background check prior to employment.

## **Certificates, Licenses, Registrations**

Valid Driver's License

## **Physical Demands**

While performing the duties of this job the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves the frequent use of hand tools and testing equipment requiring a moderate level of dexterity. The employee is frequently required to stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must have the ability to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

## **Work Environment**

While performing the duties of this job, the employee is typically in an office building environment. The employee may will be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

**Miscellaneous** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY OF FRANKLIN  
Job Description

**Job Title:** Server and Infrastructure Engineer

**Department:** Information Services

**Reports To:** Director of Information Technology

**Salary Level:** Grade 8

**FLSA Status:** Exempt

**Prepared By:** Jim Matelski, Director of Information Technology and Dana Zahn, Human Resources Coordinator

**Prepared Date:** February 2020

**Approved By:** Common Council

**Approved Date:** March 17, 2020

**Summary** This position is customer-service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for the installation, maintenance, and support of all network, servers, and storage equipment. Responsible for the successful operation and performance of all core enterprise applications and working with key vendors to remediate all issues.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- ***Execute Policies and Procedures***
  - Ensure that all production servers comply with organizational standards, established security policies, licensing agreements, and configuration guidelines.
  - Follow all IT established processes for application service requests, network engineering releases, IT projects, system maintenance, and change requests.
- ***Setup and Deploy Infrastructure***
  - Architect and develop enterprise wide IPv4 and IPv6 addressing and routing schemas that focuses both on department and application isolation.
  - Create security Access Control Lists (ACLs) that limit network communications in accordance with both CJIS and HIPAA security practices.
  - Create virtual machine templates from a standardized Windows 2016/2019 security baseline. Deploy all new virtual machine server requests from the defined templates.
  - Work with HP 3PAR SAN vendors in the creating or extending storage LUNs. Present all new storage to the VMWare virtualization environment.
  - Provision and deploy new HP switches and wireless access points as usage demands grow.
  - Consolidate, maintain, and extend key building infrastructure, which can include UPS, cooling, video surveillance, plant and patch cable management.
- ***Monitor Performance and Resolve Issues***

- Proactively monitor all systems to identify potential conditions that could result in system outages or poor performance.
- Develop, collect, and maintain metrics for system up-time and vital statistics.
- Perform routine system maintenance to ensure stable and secure operations.
- Actively monitor and remediate network performance and QoS issues across the organization's LANs, WANs, Internet, and wireless deployments.
- **Remediate Security Vulnerabilities**
  - Proactively identify security vulnerabilities, research and propose corrective actions.
  - Review, evaluate and deploy Windows service packs, hot fixes, system updates, and vendor-supplied firmware/patches in accordance to IT security policies.
  - Configure enterprise wide password and auditing policies. Research System Information Event Management (SIEM) logs and alerts for potential security issues.
- **Backup and Recovery**
  - Maintain and configure virtual machine and physical server backups and guarantee all backup jobs successfully run to completion. This includes disk-to-disk and disk-to-tape archives.
  - Monitor and test system backups and archives for data recovery, survivability and open record requests processing.
  - Maintain offsite tape archives and rotate tapes in accordance to IT security policies.
- **User Provisioning & Security Auditing**
  - Provision and maintain user accounts within Active Directory, Microsoft Exchange, email filtering systems, and departmental applications in accordance to defined NIST 800-53 IT security policies and procedures.
  - Configure Active Directory group policies to control user state management and enterprise application configurations.
  - Provision and maintain Avaya PBXs, new phones, voicemail accounts, hunt groups, routing patterns, auto attendants, and changes to telecom cabling.
- **Inventory and Documentation**
  - Record and maintain all IT assets in the central asset database.
  - Document all aspects of the network equipment and configuration; including LAN, WAN, Internet, and wireless deployments.
  - Accurately maintain system run books and documentation for all servers and IT infrastructure.
  - Document all system problems and resolutions in the Helpdesk ticketing system and resolve incidents within the specified SLA.
- **Team Collaboration**
  - Collaborate with IT administrators or consultants to ensure adequate problem resolution and support across multiple platforms.
- **Improve Infrastructure & Toolsets**
  - Conduct research and recommend new infrastructure monitoring and troubleshooting tools.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## Education and Experience

### *Requirements:*

- Bachelor's Degree in Computer Science or Management Information Services (MIS)
- Must have 3-5 years of direct network and server planning, implementation and support

- CompTIA Network+, CompTIA Server+, Cisco CCNA, Microsoft MCSA, VMWare VCA or equivalent certification
- IPv4 and IPv6 switching and routing protocols.
- Microsoft Active Directory & DNS architecture and design
- Windows Server 2012-2019 configuration and networking
- Microsoft Exchange 2016-2019
- VMWare and vCenter 6.x

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience.

***Preferences:***

- Aruba Central wireless AP management
- Bitdefender Gravityzone Business Security
- Microsoft SQL Server 2012-2017
- Veeam Backup & Recovery
- VMWare Workspace One Mobility Management
- HP Proliant Servers & management tools
- HP/Aruba switches and routers
- Aruba 300 series clustered wireless access points

**Other Skills and Abilities**

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding
- Ability to handle confidential information with discretion
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Valid Driver's License

**Physical Demands**

While performing the duties of this job the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves the frequent use of hand tools and testing equipment requiring a moderate level of dexterity. The employee is frequently required to stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must have the ability to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment**

While performing the duties of this job, the employee is typically in an office building environment.

The employee may will be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

**Miscellaneous** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>  <b>9/19/2023</b></p>
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p align="center"><b>Presentation of the Mayor's 2024 Recommended Budget</b></p>	<p align="center"><b>ITEM NUMBER</b> <b>5.3,</b></p>

The Mayor's 2024 Recommended Budget will be presented to the Common Council on September 19, 2023. The Director of Administration will present an overview of the budget and major budget initiatives. The presentation will primarily consist of a PowerPoint presentation on the budget and a review of the budget timetable through Council consideration on November 14, 2023.

In accordance with Section 13-2, "Preparation of Budget" of the City of Franklin Municipal Code, the Mayor's 2024 Recommended Budget will be submitted to the Finance Committee for its review. The Finance Committee shall review the Recommended Budget and submit its recommended changes to the Common Council at a special meeting on October 10, 2023. The Finance Committee will review the Mayor's Recommended Budget at the following planned meetings:

Finance Committee review meetings are set for September 26, 2023 at 4 p.m., September 28, 2023 at 4 p.m., October 2, 2023 at 4 p.m., and October 4, 2023 at 4 p.m.

Following the presentations, the Finance Committee and/or Common Council may determine or identify additional materials or information needed for the October 10, 2023, Special Common Council Meeting where the Council will discuss/decide regarding the Finance Committee's recommendations and initial changes to the budget.

A copy of the Mayor's 2024 Recommended Budget document will be provided at the September 19, 2023, Council meeting.

**COUNCIL ACTION REQUESTED**

Motion to forward the Mayor's 2024 Recommended Budget to the Finance Committee for its review and submission of its recommended changes to the Common Council at their special meeting of October 10, 2023 and to further provide other direction to staff, as appropriate, relative to additional materials or information needed for the October 10, 2023 Special Common Council Meeting budget discussions.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> September 19, 2023
<b>Reports &amp; Recommendations</b>	<b>An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budgets for the Capital Outlay Fund to Carry Forward Appropriations from 2022 for Specifically Identified Projects in the Amount of \$84,287</b>	<b>ITEM NUMBER</b>  D.4.

**Background**

On January 17, 2023, Common Council authorized the carry forward of unused 2022 appropriations, for use in 2023, in the amount of \$2,917,899 and directed staff to prepare a 2023 Budget modification (item G.21). Within that carry forward request, the following specifically identified project was included:

IT Security	\$54,287	41-0144-5841	Capital Outlay Fund – Computer Equipment
Health Department Vehicle	\$30,000	41-0411-5811	Capital Outlay Fund – Auto Equipment
<b>TOTAL Carry Forward</b>	<b>\$84,287</b>		

**Analysis**

This budget amendment is needed to appropriate the funds to support the purchases already made in 2023.

**Fiscal Note**

The fiscal impact of the carry forwards is that unused 2022 funds, as specifically identified by account number in the carry forward request, will be used to fund these items which were all authorized in the 2022 Adopted Budget.

**COUNCIL ACTION REQUESTED**

A motion to adopt Ordinance 2023-\_\_\_\_, an ordinance to amend Ordinance 2022-2521, an ordinance adopting the 2023 annual budgets for the Capital Outlay Fund to provide carry forward appropriations from 2022 for specifically identified projects in the amount of \$84,287.

**Roll Call Vote Required**

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM 2022 FOR SPECIFICALLY IDENTIFIED PROJECTS IN THE AMOUNT OF \$84,287

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WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2022-2521, the 2023 Annual Budgets for the City of Franklin on November 15, 2022; and

WHEREAS, the Common Council has carried forward, into 2023, \$54,287 from the Capital Outlay Fund for specifically identified projects which were not completed in 2022; and

WHEREAS, the Common Council has carried forward, into 2023, \$30,000 from the Capital Outlay Fund for specifically identified projects which were not completed in 2022; and

WHEREAS, the total amount of the aforesaid funds carried forward into 2023 was \$84,287; and

WHEREAS, the Common Council directed on January 17, 2023 that staff prepare a carry forward 2023 budget amendment to bring these projects forward to 2023 appropriations in the Capital Outlay Fund.

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

Section 1 That the 2023 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

0144	Information Services	Computer Equipment	Increase	\$54,287
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Section 2 That the 2023 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

0411	Health Department	Auto Equipment	Increase	\$30,000
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Section 3 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 4 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 6 This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE September, 19 2023
REPORTS & RECOMMENDATIONS	Acceptance of the 2022 Annual Comprehensive Financial Report for the City of Franklin	ITEM NUMBER D. 5.

**Background**

CliftonLarsonAllen, LLP (CLA) has completed the 2022 Audit and the 2022 Annual Comprehensive Financial Report (ACFR) for the City of Franklin was prepared. A copy of the 2022 Annual Financial Report is attached for your review.

An audit of the City's accounts is required by State Statute. A complimentary report is filed with the Department of Revenue and various other regulatory and funding agencies.

The Finance Committee reviewed the report at their August 26, 2023 meeting and recommends Common Council accept the report and place on file.

The Finance Director will be available for questions

A final bound 2022 CAFR will be distributed to the Common Council at tonight's meeting.

**COUNCIL ACTION REQUESTED**

Motion to accept and place on file the 2022 Annual Comprehensive Financial Report for the City of Franklin.

Finance Dept - DB

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>9/19/2023</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Carryforward Appropriations from 2022 to 2023 of Unused Funds for a Planning Consultant in the amount of \$9,500</b>	<b>ITEM NUMBER</b>  H.6.

**BACKGROUND**

On November 15, 2022, the Common Council adopted Ordinance No. 2022-2521, An Ordinance adopting the 2023 Annual Budget for the General Fund. Also, on November 15, 2022, Common Council approved an agreement with Wrayburn Consulting, LLC in the amount of \$10,000. On April 3, 2023, Common Council approved another agreement with Wrayburn Consulting, LLC for an additional \$10,000 for general planning services.

**FISCAL IMPACT**

A budget amendment is requested to carry forward POs in the amount of \$9,500 to cover Wrayburn consulting expenses (budgeted in 2022) from account 01-0621-5219.

**COUNCIL ACTION REQUESTED**

An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Carryforward Appropriations from 2022 to 2023 of Unused Funds for a Planning Consultant in the amount of \$9,500.

**Finance Dept - DB**

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM 2022 FOR A PLANNING CONSULTANT IN THE AMOUNT OF \$9,500

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WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2022-2521, the 2023 Annual Budgets for the City of Franklin on November 15, 2022; and

WHEREAS, the City Development Department is requesting carryforward appropriations of unused 2022 funds for a planning consultant; and

WHEREAS, the Planning Department currently has reduced staffing; and

WHEREAS, the total amount of the aforesaid funds carried forward into 2023 is \$9,500; and

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

Section 1 That the 2023 Budget for the General Fund be amended as follows:

General Fund

0621	Planning Department Other Professional Services	Increase	\$9,500
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Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 3 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 5 This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.



APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>9/19/2023</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorize a Consulting Services Agreement with Wrayburn Consulting, LLC, for General Planning Services</b>	<b>ITEM NUMBER</b> <b>B.7.</b>

**Background**

City Development staff is requesting Common Council authorization for a planning services agreement with a budget of \$10,000. Planning services include reviewing site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City Development Department.

The Common Council authorized a previous agreement with Wrayburn Consulting for an equal amount at its regular meetings on November 15, 2022, and April 3, 2023. The City Development Department is seeking to enter into a new agreement due to the current reduced staffing in the Planning Department.

Note: in section VI Insurance, the minimum limits of \$1,000,000/\$2,000,000 for General/Commercial Liability and \$1,000,000 for Excess Liability, as this is an agreement for professional services, not for contractor services that normally require a minimum limit of \$2,000,000/\$4,000,000 and \$10,000,000.

**FISCAL IMPACT**

A budget amendment is requested to carry forward POs to cover Wrayburn consulting expenses (budgeted in 2022) from account 01-0621-5219, which currently has \$9,500 for use.

**COUNCIL ACTION REQUESTED**

Motion to authorize a Consulting Services Agreement with Wrayburn Consulting, LLC for general planning services; and authorize the Mayor to execute and administer the appropriate, related contract.

Mayor

## A G R E E M E N T

This AGREEMENT, made and entered into this 6<sup>th</sup> day of April, 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Wrayburn Consulting, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 2000 Fairhaven Boulevard, Elm Grove, WI 53122.

## W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide planning and zoning related services, as described in Attachment A, for the City of Franklin;

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

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentation at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements, as described in CONTRACTOR's proposal to CLIENT dated March 15, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions

thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$10,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$10,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

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

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

## **IV. ASSISTANCE AND CONTROL**

- A. Régulo Martínez-Montilva, Principal Planner, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Nicholas Fuchs CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

**V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

**VI. INSURANCE**

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

A. General/Commercial Liability	<p>\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage          \$2,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
B. Automobile Liability	<p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage.  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. 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.

**VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Memorandum from the Department of City Development.

**IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

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CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

**XI. MISCELLANEOUS PROVISIONS**

- A. **Professionalism.** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law.** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest.** CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. **This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.**

**XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

BY: 

PRINT NAME: Stephen R. Olson

TITLE Mayor

Wrayburn Consulting, LLC

BY: 

PRINT NAME: Nicholas Fuchs

TITLE: Owner



DATE: \_\_\_\_\_

DATE. 3/15/2023

BY: Thomas Bakalarski

PRINT NAME. Thomas Bakalarski

TITLE Interim Director of Finance and Treasurer

DATE: 4/7/23

BY: Karen L Kastenson

PRINT NAME: Karen L Kastenson

TITLE: City Clerk

DATE: 4-6-2023



Approved as to form:

Jesse A. Wesolowski

Jesse A. Wesolowski, City Attorney

DATE 4/6/23

## **Attachment A**



**PROPOSAL TO PROVIDE PLANNING & ZONING  
RELATED SERVICES TO:**

**The City of Franklin**

**March 15, 2023**

## **General Services to be Provided**

Wrayburn Consulting, LLC, shall provide a variety of planning and zoning related services as requested by the City of Franklin Planning Department. These services may include but not limited to review of site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans as necessary.

At the request of the City of Franklin, site visits, attendance at board and commission meetings will also be provided.

Additional services may include customer support and assisting individuals in understanding and following the Unified Development Ordinance and other applicable code and process requirements.

The point of contact shall be:

Nick Fuchs  
Principal Planner, Owner  
Wrayburn Consulting  
262-442-4327  
[nfuchs@wrayburnconsulting.com](mailto:nfuchs@wrayburnconsulting.com)  
[www.wrayburnconsulting.com](http://www.wrayburnconsulting.com)

2000 Fairhaven Boulevard  
Elm Grove, WI 53122

## **Cost Summary**

The hourly rate for the scope of work to be provided by Nicholas Fuchs of Wrayburn Consulting, LLC is \$125.00 per hour. This rate will not change throughout the duration of the contract.

Please note the following:

- **Transportation Costs:** Mileage will be charged for meetings and site visits as requested by Client.
- **Materials and Supplies:** No charges are anticipated for materials and supplies.
- **Equipment:** No charges will occur for equipment purchases.
- **Meals:** No charges will occur related to meals.
- **Lodging:** No charges will occur related to lodging.
- **Computer Software:** No charges will occur related to computer software.

## **Insurance**

Prior to the commencement of any work under the proposed contract, Wrayburn Consulting, LLC will provide documentation of insurance compliant with the requirements outlined within the subject contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2022

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

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

PRODUCER R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive  Waukesha WI 53188	CONTACT NAME Commercial Lines Client Care
	PHONE (A/C, No, Ext.) (262) 574-7000 FAX (A/C, No) (262) 574-7080 E-MAIL ADDRESS ClientCare@rrins.com
INSURED Wrayburn Consulting LLC 2000 Fairhaven Blvd  Elm Grove WI 53122	INSURER(S) AFFORDING COVERAGE INSURER A The Hanover Insurance Group INSURER B United States Liability Ins. Co. 25895 INSURER C INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: CL22112334090 REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	Y	R21J232598	11/23/2022	11/23/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X		R21J232598	11/23/2022	11/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			R21J232598	11/23/2022	11/23/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		Y	WZ1J23261600	11/23/2022	11/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE EA EMPLOYEE \$ 500,000 E L DISEASE POLICY LIMIT \$ 500,000
B	Professional Liability	X		TBA	11/23/2022	11/23/2023	\$2,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)  
 The Certificate Holder is named as an Additional Insured on a primary, non-contributory basis for General Liability, Hired & Non-Owned Auto Liability, Umbrella. Waiver of Subrogation applies-30 day notice of cancellation

## CERTIFICATE HOLDER

## CANCELLATION

City of Franklin 9229 W Loomis Road Franklin, WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE Toni Lester/TL653 
--	--

## ADDITIONAL COVERAGES

Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$220 00
Ref #	Description CAT	Coverage Code CAT-1	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$6 00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
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			Premium	
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

## **A G R E E M E N T**

This AGREEMENT, made and entered into this 19 day of September 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Wrayburn Consulting, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 2000 Fairhaven Boulevard, Elm Grove, WI 53122.

### **W I T N E S S E T H**

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide planning and zoning-related services, as described in Attachment A, for the City of Franklin;

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

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

- A. CONTRACTOR shall provide services to CLIENT for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentations at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements, as described in CONTRACTOR's proposal to CLIENT dated \_\_\_\_\_, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as an employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions

thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$10,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed the budget of \$10,000. For services rendered, monthly invoices will include a report stating the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
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## **IV. ASSISTANCE AND CONTROL**

- A. Kelly Hersh, Director of Administration, or her designee, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Nicholas Fuchs CONTRACTOR's Project Manager, and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

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- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
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The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

Wrayburn Consulting, LLC

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME. John R Nelson

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

TITLE Mayor

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME: Danielle L Brown

TITLE Director of Finance and Treasurer

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Karen L Kastenson

TITLE City Clerk

DATE \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jesse A Wesolowski, City Attorney

DATE \_\_\_\_\_

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 9/19/2023</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorize a Budget Amendment to Carry Forward POs to Cover Wrayburn and Foth Consulting Expenses</b>	<b>ITEM NUMBER D.8.</b>

**FISCAL IMPACT**

A budget amendment is requested to carry forward POs to cover Wrayburn and Foth consulting expenses (budgeted in 2022) from account 01-0621-5219, which currently has \$9,500 for use.

**COUNCIL ACTION REQUESTED**

Motion to authorize a budget amendment to carry forward POs to cover Wrayburn and Foth consulting expenses (budgeted in 2022) from account 01-0621-5219, which currently has \$9,500 for use.

Mayor

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9-19-23
REPORTS & RECOMMENDATIONS	Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing	ITEM NUMBER A.9.

**Background**

The 2023 Budget includes debt proceeds for several issues, roughly \$4.7 million for capital projects, \$3 million for a water tower, \$1.625 million for the Ryan Road Sewer project. Projects to be financed by the debt issues will be initiated at various times of the year, while the actual debt issues likely will be scheduled in Q4 of 2023. The debt issues combined were practical to minimize debt issuance costs.

City 2023 capital programs anticipated roughly \$4.7 million in Debt issuance to provide resources for approved projects. Attached is a list of capital projects in the 2023 Capital Outlay and Capital Improvement Funds that would be financed with the \$4.675 million debt issue.

**Analysis**

The Common Council could adopt a Declaration of Intent to reimburse expenditures from debt proceeds to protect any projects initiated prior to the debt sale using current funds on hand.

Prior to the Debt Sale, the projects would use available City cash reserves to finance expenditures. Because the City Financing will take advantage of tax-exempt provisions of the internal Revenue Code, the City must declare its intent to reimburse itself for projects expenditures incurred prior to the Debt sale.

The projects will require expenditures at different times, some before the debt proceeds will become available:

- City capital projects in the 2023 Capital Outlay and Capital Improvement Funds.
- Ryan Road Sewer project - \$1.625 million
- A \$8 million water tower project on Highway 100 and St Martin's Road.

**Recommendation**

The Director of Finance & Treasurer recommends the Common Council adopts the proposed Resolution, declaring its intent to reimburse the City from proceeds for expenditures on the projects prior to the debt sale.

**COUNCIL ACTION REQUESTED**

Motion adopting Resolution 2023-\_\_\_\_\_, A Resolution declaring official intent to reimburse expenditures from proceeds of borrowing.

Finance Dept - DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM  
PROCEEDS OF BORROWING

-----  
WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the “Issuer”) plans to undertake the 2023 Capital program for the City for \$4.7 million of projects in the Capital Outlay and Capital Improvement Funds combined with a \$3 million Water Tower project and the Ryan Road Sewer project for \$1.625 million (the ‘Projects’); and

WHEREAS, the City expects to finance the Projects on a long-term basis by issuing tax-exempt notes or other obligations (collectively, the “Notes”); and

WHEREAS, because the Notes will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Notes; and

WHEREAS, the Common Council of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on an interim basis to pay the costs of the Projects until the Notes are issued.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Projects until proceeds of the Notes become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the Notes, the principal amount of which is not expected to exceed \$10 million.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Notes are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer’s Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Notes are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.



Passed at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson, City Clerk

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

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>9/19/2023</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Approval for Meeting Time Change to Plan Commission Meetings</b>	<b>ITEM NUMBER</b> <b>A. 10.</b>

**Background**

This issue was approved before the September 5, 2023, common council. However, the action to take was unclear due to the motion. Council is asked to approve a motion to change the Plan Commission meetings start time of 7 p.m. to 6 p.m., effective October 5, 2023.

**COUNCIL ACTION REQUESTED**

Motion to change the Plan Commission meeting start times to 6 p.m., effective with the next Plan Commission meeting of October 5, 2023.

Mayor

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  <b>09/19/23</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #754-9008-000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> <b>A.11.</b> <b>Ald. Dist. 2</b></p>

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. The necessary notice of change in value was not completed after the value was adjusted; therefore, a change in value back to the value on the original notice will take place. This resulted in an incorrect tax charged for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

**ANALYSIS**

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

**Parcel #754-9008-000 / Velo Village Apartments LLC / 7250 Ballpark Dr S- \$239.68** – *(State Statute 74.33 (a) – A clerical error has been made in the description of the property or in the computation of the tax–This has been verified by the Assessor, the correction has been made and will be presented to the Board of Review for the 2023 Assessment/Tax Year.*

**FISCAL IMPACT**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$239.68. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023-\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #754-9008-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #754-9008-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property or in the computation of the tax, and a partial rescission and refund of the 2022 tax due is appropriate:

VELO VILLAGE APARTMENTS LLC 7250 Ballpark Drive Franklin, Wisconsin 53132 (Parcel #754-9008-000)	\$239.68
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NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$239.68 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from: Account Number 01-0198-5543, Refunded Property Taxes*

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this day \_\_\_\_ of \_\_\_\_\_, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_.  
Motion for adoption seconded by Alderperson \_\_\_\_\_.

APPROVED:

ATTEST:

\_\_\_\_\_  
John R. Nelson, Mayor

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

<b>APPROVAL</b>	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MEETING DATE</b> 9-19-23
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Referral of Letter to the Common Council from the Board of Review with Expression of Concerns as it Pertains to the City of Franklin's Tax Assessments.</b>	<b>ITEM NUMBER</b> H. 12.
<p>Attached is the letter referenced above and referred to in the Title.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>For discussion only.</p>		

Board of Review



Wisconsin Assessment Advisory Council, LLC  
W5749 County Rd H  
Phillips WI 54555

Mr John Nelson, Mayor  
City of Franklin  
9229 W Loomis Rd  
Franklin, WI 53132

September 7, 2023

Dear Mayor Nelson:

The Wisconsin Assessment Advisory Council (WAAC) is a non-partisan, not-for-profit watchdog organization with a mission to ensure uniform property taxation statewide. The group was formed because of systemic problems with non-uniform taxation that has gone unaddressed by the very people that taxpayers entrust to ensure just and equal taxation.

I received and reviewed the following documents with regard to the City of Franklin's property tax assessments:

1. A request for review of assessment practices filed by Andy Pelkey with the Department of Revenue (DOR).
2. A letter from the Kathryn Soto-Moreno (DOR) to the City of Franklin statutory assessor Kyle Kabe dated April 28, 2023.
3. A letter from Kathryn Soto-Moreno to Andy Pelkey dated July 12, 2023.
4. A letter from Scott McFarlane (Accurate Appraisals) to the Franklin Mayor and Common Council Members date Sept 30, 2022.
5. A letter from Scott McFarlane to the Franklin Mayor and Common Council Members date Oct 14, 2022.
6. A letter from Scott McFarlane to the Franklin Mayor and Common Council Members date Sept 30, 2022.
7. A letter from Scott McFarlane to the Franklin Mayor and Common Council Members date Oct 28, 2022.

Before I provide comments and recommendations on specific items, I would like to give you a general overview of what you should expect from a professional assessor and or professional assessment company. To start with, it is important to know the difference between the methods used by fee appraisers and mass appraisers.

### **Fee vs Mass Appraisal**

A fee appraisal, also known as a single-property appraisal or individual appraisal, is a detailed and comprehensive valuation of a specific property for a specific purpose. It involves an appraiser conducting an in-depth analysis of a single property to determine its market value. This process typically includes an examination of the property's physical characteristics, location, condition, comparable sales data, and other relevant factors that might influence its value. Fee appraisals are often required for transactions such as mortgage lending, property sales, estate planning, and legal disputes. They are more time-consuming and tailored to the unique attributes of the specific property being appraised.



Mass appraisal is a method used to value a large number of properties at once, typically for property tax assessment purposes. It is a more efficient approach compared to a fee appraisal and is used by government agencies to determine the assessed values of properties within a certain jurisdiction. Mass appraisal methods involve statistical analyses and computer models to estimate property values based on a combination of property data, market trends, and other relevant factors. Mass appraisal does not involve a detailed examination of each individual property; instead, it relies on statistical sampling and models to project values across a larger group of properties.

### **A Professional Appraisal**

In both cases, the result of a fee appraisal or mass appraisal is a property appraisal. A professional, property appraisal should be a credible valuation following one of the three recognized approaches to value, namely the cost approach, sales comparison approach, and income approach. An assessor must consider all three approaches to value before choosing the one that best reflects the market value of the property being appraised.

### **Property Assessments in the City of Franklin**

Your assessor should be using mass appraisal techniques to value almost all property in the City of Franklin. Your assessor should have built computer models that look at all data on each property that impacts value and use that data to generate an estimate of market value. Those computer models should implement each of the three recognized approaches to value (cost approach, sales comparison approach, and income approach). Those computer models should be calibrated using recent arms-length sales. The computer models should be tested and verified using a ratio study. For unique properties, a fee appraisal should be used in lieu of a mass appraisal.

What your assessor should not be doing is setting values without the use of calibrated computer models. Your assessor should not be using the sale of a property as the sole indicator of its value. Your assessor should not be using more than one approach to value within a single group of similar properties.

### **What is a Revaluation?**

A revaluation is a re-appraisal of all properties in the municipality. The key part of a revaluation is the re-calibration of the computer models using recent sales. After the computer models are re-calibrated, the computer will re-estimate the value of all property based on the data that impacts value.

Sometimes assessors will re-collect and verify all new property data (a.k.a. a full revaluation). Sometimes they will re-collect data they can observe from the exterior of each building (a.k.a. an exterior revaluation). Sometimes they will just go with the data they had previously collected (a.k.a. an interim market update). Regardless of which option is chosen, a professional revaluation results in new appraisals for all properties. These appraisals use one of the three recognized approaches to value. These appraisals should closely resemble recent sale prices.

## **Recalibrating Computer Models**

Professional assessors use software called Computer Aided Mass Appraisal (CAMA) software. The CAMA software selected should be capable of implementing all three approaches to value. When assessors begin the recalibration process, they always start by revaluing land using a land valuation model.

When valuing land, the assessor must ignore all existing improvements. In other words, they value all land as if it is vacant. This is important because the cost approach to value **adds** the value of the land to the value of the buildings to come up with a total. Failure to value land as if vacant will result in either non-uniform valuations or non-credible appraisals.

The sales comparison approach requires a uniform land value in order to make the proper adjustment for differences in land between the subject property and comparable properties.

When valuing buildings using a cost approach, computer models need to be updated to reflect today's buildings costs. The cost approach to value is based on the principle of substitution. The principle of substitution states that a rational buyer would not pay more for a property than the cost of acquiring an equally desirable substitute property. After all costs, physical depreciation and functional obsolescence has been accounted for, a professional assessor will then use a statistical analysis to figure out what property attributes are impacting sale prices that are not cost related. This could be things like 'old style' homes are in higher demand than 'colonial style' homes. Nonetheless, market adjustments will be added in last, should be clearly documented, and should be modest. Large, undocumented market adjustments are a sign of improperly calibrated cost models.

## **Using the Sales Comparison Approach**

Most professional mass appraisers use a cost approach to set their values for residential properties and use the sale comparison approach to defend their values. This is because they are trying to assign values uniformly. While the cost approach does a good job of generating similar values for similar properties, the sales comparison approach only does so under specific and limited conditions. The resulting value from a sales comparison approach greatly depends on the comparable sales selected. Said another way, assessed values can be raised or lowered just by picking different comparable sales. In addition, properties assessed for tax purposes using the sales comparison approach need to be highly homogenous (like condo's). As a result, professional mass appraisers use the sales comparison approach to test their cost approach to ensure that an appraisal generated by the cost approach comports to the sales comparison approach.

**Document: A request for review of assessment practices filed by Andy Pelkey with the DOR**

IMPORTANT DISCLOSURE: Andy Pelkey is a member of WAAC's expert panel. Andy Pelkey was the lead developer of Wisconsin's most widely used CAMA software (Market Drive) for 25 years. He qualifies for this panel because of his expertise with Computer Aided Mass Appraisal software and his reputation for doing the right thing. He recused himself from the expert panel's decision to approve the content of this letter.

There are 19 issues raised by Andy Pelkey in his filing with the DOR. The DOR's response to the issues he raises are sometimes incomplete and sometimes incorrect. The WAAC panel of experts approved the following response to each of the 19 items.

**Item #1: Sketches and other data were not converted at all.**

Assessors are required to sketch each major building. The size of a building is a major driver of appraised values and it is therefore critical that size is calculated correctly.

Sketches can be recorded as a series of vectors or they can be just pictures of a drawing. The difference is important. Sketches should be stored in a way that a computer can calculate areas and each area should be identified in such a way that a computer can verify that the areas drawn match the sizes record in the property records upon which the appraisals are based. Without this, mistakes are made.

The City of Franklin's data was stored in a CAMA software product called UNIVERS which stored the sketches in a way that allowed the computer to calculate and identify areas. That sketch data was converted to pictures of a drawing when Accurate Appraisal converted the sketch data to their own CAMA software (Prolorem). This represents a significant loss of data that should be corrected.

WAAC recommends that the City restore the vector based sketch data in their CAMA software.

The City of West Allis (about twice the size of the City of Franklin) estimates it will take them about 6 years in total to create vector-based sketches for all buildings. This is not a small task. The conversion of vector-based sketches to "pictures" by Accurate Appraisal represents a large loss of data and should not be taken lightly. It will be expensive to recover.

**Item #2: Some data, like square footages that directly affect value, were converted incorrectly.**

When a conversion of data is done from one CAMA software product to another, data can be lost. This could be from human error or it could be that the new CAMA software does not have a place for a piece of data that the old CAMA software did. Any data conversion needs to have controls in place to identify and minimize problems.

WAAC recommends that the City do the following to verify that property data was converted correctly.

1. Using the 2022 property data in UNIVERS (right before the conversion) and the computer models in UNIVERS, generate a file with tax key numbers and appraised values.
2. Using the 2022 property data in Prolorem (right after the conversion) and the newly calibrated computer models in Prolorem (from the revaluation), generate a file with tax key numbers and appraised values.
3. Compare the two files by calculating the difference between the appraised values generated by the two systems. Review the parcels with the largest percentage difference to see if data was converted improperly.

This single quality check will find many of the most serious conversion problems. Of course, it requires that the City assessor created computer models for the City of Franklin in the new software.

**Item #3 Parcel were not reviewed**

When all properties are re-appraised, it is imperative that each property value is reviewed. There are some things that CAMA software can do in an automated fashion on a mass scale. In this instance, the bare minimum is to review properties that changed by more than the typical amount.

WAAC recommends that the City follow the steps in the item #2. The real problem and a question raised later in the complaint is whether or not the City's properties are being appraised using computer models or not.

**Item #4: Land was not revalued**

Based on the evidence provided in the complaint and Scott McFarlane's letter to the Franklin Mayor and Common Council, it is evident that land is not being valued using any computer model. The assessor cannot generate credible valuations without properly calibrated computer valuation models. Scott McFarlane's statement that the land in the example does not need to be revalued is false. Land must be valued as if vacant. Since 2022 was a revaluation year, the assessor should have created a computer model to value all land uniformly in 2022.

WAAC recommends that the City insist that land be revalued using a properly calibrated computer model per its assessment contract and in accordance with professional accepted mass appraisal methods. After the land models are calibrated, the other computers models need to be re-calibrated because they are all affected by the land model. This is why, in a revaluation year, land models are calibrated first.

**Item #5: Land values are not uniform**

Land values must be uniformly assessed “as if vacant”. See item #4.

**Item #6: Residential parcels were not revalued using professionally accepted valuation methods**

During a revaluation (of any kind), all properties are re-appraised. This is done by re-calibrating computer models to reflect recent sale prices. At Open Book, an assessor must be prepared to present a credible appraisal to a taxpayer. This appraisal must use one of the three recognized approaches to value. The appraisal must match the method chosen after considering all three approaches and the value for land and improvements shown on the appraisal must match the math used by the computer models to arrive at the assessed value as shown on the notice of assessment.

WAAC recommends that the City review a substantial sampling of appraisals generated by the Prolorem CAMA software to ensure that:

1. With few exceptions, all properties are being valued using computer valuation models.
2. The software is generating an appraisal of the valuation method chosen by the assessor
3. Only one valuation method is being used for a group of similar properties
4. The values for land and improvements shown on the appraisal match the notice of assessment
5. A fee appraisal was used for unique properties that cannot be valued using mass appraisal
6. Check properties that were assessed using a cost approach, a sales comparison approach the income approach. Check residential properties and commercial properties.

The City must be able to provide each taxpayer with a credible appraisal upon which their property taxes are based.

**Item #7: Assessor did not consider all three approaches to value.**

Appraisers must consider all three approaches to value. For each property, there are usually two approaches to value that make sense for that type of property. The third approach often does not work and is considered to be inappropriate or not applicable. For residential properties, the two that work best are the cost approach and the sales comparison approach. The income approach is typically not used. For commercial properties, the two that work best are usually the cost approach and income approach. The sales comparison approach is typically not used for commercial properties.

A professional appraiser using CAMA software should be able to produce an appraisal using the two approaches that work best for the type of property and then select one as the best.

WAAC recommends that the City insist that all three approaches to value be considered and that, with few exceptions, appraisals using two of the three approaches be developed and tested so that the one that is finally selected really is the best indicator of value for tax purposes.

**Item #8 Sale values were “chased”.**

Appraising a property using solely its last sale price is not a professionally accepted method for appraising property. Wisconsin law specifically forbids this practice (it states this directly on the notice of real estate assessment). It does not matter if you are doing a fee appraisal or mass appraisal. There is not cost approach, sales comparison approach or income approach that supports appraising property in this manner.

In addition, mixing the ‘sale chasing’ approach with another approach in a group of similar properties creates non-uniformity and is not allowed.

In mass appraisal, recent sales are used to calibrate the computer models which are, in turn, used to appraise property. Bypassing the computer models and setting a property value to its sale price violates the uniformity clause.

WAAC recommends that the City use properly calibrated valuation models for most properties and fee appraisal for the few unique properties where mass appraisal methods cannot be used.

Previously, the DOR gave guidance to assessors stating that only a Board of Review, the DOR or a circuit court can “chase a sale”. While it is inappropriate for anyone to do this, it is certainly inappropriate for a professional assessor to do it.

**Item #9: Undocumented adjustments made by prior assessor were simply adopted by Kyle Kabe.**

In a revaluation year, computer models are re-calibrated to mimic sale prices. Undocumented adjustments need to be removed before this process begins. An appraisal with undocumented adjustments is not credible.

WAAC recommends that the City eliminate all undocumented adjustments from all property appraisals to maintain the credibility of their assessed values.

**Item #10: No ratio study done to ensure that assessed values are just and equal at full market value.**

In a revaluation year, computer models are re-calibrated to mimic sale prices. As part of this re-calibration process, a ratio study is done repeatedly. After the models have been fully recalibrated, a final ratio study must be run and preserved to show that the computer model re-calibration worked.

WAAC recommends that the City verify that computer models are being used and have a knowledgeable party review the final ratio study to ensure it shows that values are uniform. Ratio studies can be easily manipulated by assessors, so the reviewer has to make sure that did not happen.

**Item #11: No omitted property reported.**

When taxable property is not assessed, other taxpayers end up paying the taxes for that property. When the mistake is discovered, there is a process for handling this which adds the value of the missed/omitted taxable property back on the roll for up to 2 years. This is necessary so that the other taxpayers who paid the taxes to begin with are made whole.

In the City of Franklin, your prior assessor incorrectly stated that omitted property only occurs when whole buildings are missed. As a result, the City of Franklin rarely had omitted property. But your prior assessor was wrong. Omitted property is any property that should have been assessed but was not. This includes remodeling, additions and finished basements done without permits.

It is highly unlikely that no omitted property was found after inspecting 500 properties as your assessor claimed to have done in 2022.

WAAC recommends that the City lawfully assess all omitted property, which includes any property that should have been assessed in prior years but was not. Your clerk and Board of Review should question any year where no omitted property is reported.

**Item #12: Assessor unable to provide documentation showing all property attributes collected.**

Taxpayers need to see what information the City keeps on their property for tax purposes. Hiding such information violates their right to due process.

WAAC recommends that the City use CAMA software that lists all information collected.

**Item #13: Assessor unable to provide documentation showing how values were determined.**

Every property in the City should be appraised using professionally accepted appraisal methods. Each taxpayer has a right to see that appraisal. Each appraisal should be credible and transparent.

Based on the complaint and responses, it would appear that the reason no appraisal could be produced is because the assessor never created computer models to do the appraisals.

WAAC recommends that the City use CAMA software that can produce an appraisal showing the taxpayers how their value was determined.

Item #14: **Assessor falsely claimed to me (Andy), the City and the DOR that a revaluation was done.**

A revaluation is a re-appraisal of all properties. In mass appraisal, this means using computer models to appraise property using a cost approach, sales comparison approach and/or income approach.

Based on all the evidence presented, it would appear that all properties were not reappraised using professional accepted mass appraisal methods.

WAAC recommends that the City use capable CAMA software and hire an assessor that knows how to use it

Item #15: **Assessor claims to have used aerial photography from the DOR to “verify” ag land.**

The DOR does not have aerial photography so the assessor’s claim is clearly false.

Agricultural use land valuations are considered a jurisdictional exception. In other words, such land is not assessed at 100% of market value. There are requirements to qualify for ag use assessments.

It is imperative that all requirements have been verified before granting a property owner an agricultural use valuation. This should be done using actual view of the property and not solely using aerial photography.

WAAC recommends that the City insist that all jurisdictional exceptions are verified each year as required by law and the WPAM. To give a jurisdictional exception to a property owner who does not qualify means that all other taxpayers have to pay extra tax to make up for it.

Item #16: **Assessor unwilling to identify and provide resumes (qualifications) of people doing the appraisal work.**

Assessors are required to provide full disclosure of all persons performing any function of the assessment process.

Item #17: **Assessor unwilling to provide a copy of all property assessment data for review before the Board of Review**

Assessors are required to make all records available. Transparency helps uncover problems that cause non-uniform taxation



**Item #18: At open book, assessor gave economic adjustments to those that complained while not giving the same adjustments to other properties affected.**

An economic adjustment and a market adjustment are one in the same. An economic adjustment is something that is external to the property which affects its market value. Because it is external to the affected property, it usually affects neighboring properties too. For example, a residential property next to a noisy bar may be negatively impacted. However, the residential property on the other side of the noisy bar is also affected. An assessor cannot give an adjustment for one property without giving a commensurate adjustment to all other properties affected.

Assessors need to be careful to maintain uniformity during open book. The City needs to be supportive of their decisions to deny adjustments that would cause non-uniformity and set the expectation that uniformity must be maintained. This may cause additional complaints to the Mayor's office but that does not mean the assessor is doing the wrong thing.

It is not bad customer service to deny an adjustment just like it is not good customer service to grant one where it is not warranted. The attitudes of city leaders have a great deal of influence on how an assessor handles complaints at open book.

**Item #19: Values changes during open book are indefensible.**

See item #18

In Summary, Mr Pelkey's findings are serious and the supporting evidence is credible. The DOR's response was incomplete and sometimes incorrect.

I hope you find the explanation and recommendations provided by WAAC to be helpful. We have more real life experience and expertise than the DOR when it comes to property assessments.

If you have any questions, please feel free to contact me using the information below.



Cindy Chase, WAAC Member and WI Certified Assessor Level II  
W5749 County Rd H  
Phillips WI 54555  
715-820-0541  
elk.river@live.com

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 19, 2023
REPORTS & RECOMMENDATIONS	RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,395,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023B	ITEM NUMBER H.13.

**Analysis**

The 2023 Budget included projects for public purposes, including paying the costs of improvements to City buildings and facilities, park projects, street improvements and land acquisition.

The City's Debt Policy will be used as a guide for the debt issuance.

The sale will be competitive with a sale date on November 7<sup>th</sup> and a closing date of November 28<sup>th</sup>.

Quarles & Brady prepared an authorizing Council Resolution for review. An updated resolution based on the results of the sale will be presented at the sale meeting for adoption. The authorizing resolution is attached.

Our Financial Advisor for this transaction is Ehlers & Associates, LLC.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_ a resolution providing for the sale of approximately \$2,395,000 General Obligation Promissory Notes Series 2023B.

**FINANCE DEPT - DB**

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY  
\$2,395,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023B

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WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the "City") is presently in need of approximately \$2,395,000 for public purposes, including paying the costs of improvements to City buildings and facilities, park projects, street improvements and land acquisition (collectively, the "Project"); and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes, Series 2023B (the "Notes") in the approximate amount of \$2,395,000 for the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$2,395,000.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

\_\_\_\_\_  
John Nelson  
Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson  
City Clerk

(SEAL)

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

September 19, 2023

PRE-SALE REPORT FOR

## City of Franklin, Wisconsin

**\$2,395,000 General Obligation Promissory Notes,  
Series 2023B**



**Prepared by:**

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

**Advisors:**

Todd Taves, Senior Municipal Advisor  
Jon Cameron, Senior Municipal Advisor

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# EXECUTIVE SUMMARY OF PROPOSED DEBT

**Proposed Issue:**

\$2,395,000 General Obligation Promissory Notes, Series 2023B (“Notes”)

**Purposes:**

The proposed issue includes financing for buildings, parks, street lighting, and parking lot improvements, including but not limited to city buildings facility improvements, Fire Station #4 design and build, Water Tower Park design and planning, Fitness Courts relocation, Frisbee/Disc Golf Course relocation, Tennis Court repairs, Trails, Street Lighting, and Land Purchase Debt service will be secured by a pledge of property tax revenues.

**Authority:**

The Notes are being issued pursuant to Wisconsin Statute 67.12(12) and will be general obligations of the City for which its full faith, credit and taxing powers are pledged. The Notes count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation Following issuance of the Notes, the City’s total General Obligation debt principal outstanding will be approximately \$72,427,759, which is 24% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$234,025,686.

**Term/Call Feature:**

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on March 1 in the years 2024 through 2033 Interest is payable every six months beginning March 1, 2024. The Notes will be subject to prepayment at the discretion of the City on March 1, 3031 or any date thereafter.

**Bank Qualification:**

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Notes as “bank qualified” obligations Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

**Rating:**

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa2”. The City will request a new rating for the Notes. If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating if the bond rating of the insurer is higher than that of the City.

**Basis for Recommendation:**

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

**Method of Sale/Placement:**

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks. An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

**Premium Pricing:**

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. For this issue of Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.

**Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities currently. We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.



**Continuing Disclosure:**

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

**Arbitrage Monitoring:**

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitation, 6) investments yield restrictions, 7) de minimis rules, or, 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

**Investment of Note Proceeds:**

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

**Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel: Quarles & Brady LLP  
 Disclosure Counsel: Quarles & Brady LLP.  
 Paying Agent: Bond Trust Services Corporation  
 Rating Agency: Moody's Investors Service, Inc

## PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	September 19, 2023
Due Diligence Call to review Official Statement:	Week of October 23, 2023
Conference with Rating Agency	Week of October 23, 2023
Distribute Official Statement	Week of October 31, 2023
Common Council Meeting to Award Sale of the Bonds:	November 7, 2023
Estimated Closing Date.	November 28, 2023

### Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedules
- Current and Projected Debt Capacity Utilization
- Bond Buyer Index

## EHLERS' CONTACTS

Todd Taves, Senior Municipal Advisor	(262) 796-6173
Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Na Lee Lee, Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

**Table 1**  
**Capital Improvements Financing Plan**  
*City of Franklin, WI*

		2023	
		G.O. Notes	Levy Portion
CIP Projects <sup>1</sup>			
Levy		2,315,529	2,315,529
<b>Subtotal Project Costs</b>		<b>2,315,529</b>	<b>2,315,529</b>
CIP Projects <sup>1</sup>		2,315,529	2,315,529
Less Other Available Revenues			
ARPA Funds?		0	
<b>Net Borrowing Requirement</b>		<b>2,315,529</b>	<b>2,315,529</b>
Estimated Issuance Expenses		98,800	98,800
Municipal Advisor (Ehlers)		21,000	21,000
Bond Counsel		20,000	20,000
Disclosure Counsel		13,000	13,000
Rating Fee		20,000	20,000
Maximum Underwriter's Discount	10.00	23,950	23,950
Paying Agent		850	850
<b>Subtotal Issuance Expenses</b>		<b>98,800</b>	<b>98,800</b>
<b>TOTAL TO BE FINANCED</b>		<b>2,414,329</b>	<b>2,414,329</b>
Estimated Interest Earnings	2.00%	(23,155)	(23,155)
Assumed spend down (months)	6		
Rounding		3,826	3,826
<b>NET BOND SIZE</b>		<b>2,395,000</b>	<b>2,395,000</b>

**Notes:**

1) Project Total Estimates

**Table 2**  
**Allocation of Debt Service - 2023 G.O. Notes**  
*City of Franklin, WI*

Year Ending	Levy Portion			Total	Year Ending	Totals		
	Principal	Est. Rate	Interest			Principal (3/1)	Interest	Total
2024	220,000	4.00%	62,674	282,674	2024	220,000	62,674	282,674
2025	205,000	4.00%	75,550	280,550	2025	205,000	75,550	280,550
2026	215,000	3.95%	67,203	282,203	2026	215,000	67,203	282,203
2027	225,000	3.80%	58,682	283,682	2027	225,000	58,682	283,682
2028	230,000	3.65%	50,210	280,210	2028	230,000	50,210	280,210
2029	240,000	3.60%	41,692	281,692	2029	240,000	41,692	281,692
2030	250,000	3.50%	32,997	282,997	2030	250,000	32,997	282,997
2031	260,000	3.53%	24,033	284,033	2031	260,000	24,033	284,033
2032	270,000	3.52%	14,692	284,692	2032	270,000	14,692	284,692
2033	280,000	3.55%	4,970	284,970	2033	280,000	4,970	284,970
2034				0	2034	0	0	0
2035				0	2035	0	0	0
2036				0	2036	0	0	0
2037				0	2037	0	0	0
2038				0	2038	0	0	0
2039				0	2039	0	0	0
2040				0	2040	0	0	0
2041				0	2041	0	0	0
2042				0	2042	0	0	0
2043				0	2043	0	0	0
2044				0	2044	0	0	0
2045				0	2045	0	0	0
<b>Total</b>	<b>2,395,000</b>		<b>432,702</b>	<b>2,827,702</b>	<b>Total</b>	<b>2,395,000</b>	<b>432,702</b>	<b>2,827,702</b>

**Notes.**

1) Estimated Rate assumes Green Bay 8/9/23 competitive sale reoffering yields plus 1/2 percent

Table 3  
 Financing Plan Tax Impact  
 City of Franklin, WI

Year Ending	Existing Debt										2023 G.O. Bonds 6,055,000 Dated: 11/28/2023 Total Principal and Interest	2023 G.O. Notes 2,395,000 Dated: 11/28/2023 Total Principal and Interest	Abatement		Debt Service Levy		Taxes		Year Ending	
	Total Debt Payments	Less: TID #5	Less: TID #6	Less: TID #7	Less: TID #8	Less: Sewer	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID 015)	Tax Rate Per \$1,000			Annual Taxes \$350,000 Home	Less: Sewer	Less: Water	Total Net Debt Service Levy	Levy Change From Prior Year	Total Tax Rate for Debt Service		Annual Taxes \$350,000 Home
2023	5,658,448	(1,411,715)	(544,000)	11,655	0	(1,255,999)	1,116,938	5,352,114,500	\$0.11	\$74.43				1,116,938		\$0.21	\$74	\$74	2023	
2024	6,082,667	(2,441,511)	(612,553)	1,271,504	100	(1,251,722)	1,033,868	5,959,075,200	\$0.12	\$80.21	438,414	282,674	0	(1,150,500)	1,535,647	418,709	\$0.26	\$90	\$19	2024
2025	6,074,003	(2,142,171)	(471,558)	(229,382)	(74,100)	(1,283,221)	899,275	(9,293)	\$0.15	\$53.81	437,790	280,550	0	(219,168)	1,438,454	(97,193)	\$0.24	\$82	\$29	2025
2026	6,394,273	(304,204)	(671,131)	(135,259)	(159,228)	(1,269,814)	754,238	(14,438)	\$0.13	\$46.66	436,748	282,200	0	(218,894)	1,300,398	38,556	\$0.21	\$73	\$18	2026
2027	6,735,545	(4,028)	(91,079)	(114,118)	(1,150)	(1,262,57)	441,750	42,913	\$0.13	\$46.99	440,533	283,682	0	(220,531)	1,365,432	65,034	\$0.21	\$74	\$27	2027
2028	6,327,546	(2,115,58)	(56,111)	(111,311)	(24,251)	(1,406,801)	319,900	(41,935)	\$0.05	\$17.00	441,783	280,210	0	(221,152)	820,634	(54,796)	\$0.12	\$44	\$27	2028
2029	9,120,004	(1,615,32)	(1,005,32)	(916,541)	(12,700)	(1,725,564)	412,900	93,000	\$0.06	\$21.47	442,903	281,692	0	(2,178)	915,677	95,043	\$0.14	\$48	\$26	2029
2030	4,453,076	(1,489,50)	(131,531)	(148,271)	(251,11)	(969,31)	444,600	31,800	\$0.06	\$22.39	443,853	282,997	0	(2,129)	946,057	33,380	\$0.14	\$46	\$16	2030
2031	6,042,271	(2,423,21)	(551,400)	(1,377,231)	(25,100)	(1,826,97)	63	(44,553)	\$0.03	\$50.00	444,537	284,033	0	(2,355)	506,035	(14,322)	\$0.07	\$25	\$25	2031
2032	4,509,631	(2,162,65)	(1,042,67)	(135,073)	(145,150)	(1,488,10)	0	0	\$0.00	\$0.00	439,932	284,692	0	(222,689)	501,935	(4,100)	\$0.07	\$24	\$24	2032
2033	3,510,888	(1,162,96)	(669,794)	(206,312)	(126,000)	(1,165,06)	0	0	\$0.00	\$0.00	440,033	284,970	0	(2,051)	502,352	417	\$0.07	\$24	\$24	2033
2034	3,604,166	(1,162,96)	(1,162,96)	(126,312)	(126,312)	(1,162,96)	0	0	\$0.00	\$0.00	439,664	0	0	(2,237)	217,267	1,555,655	\$0.03	\$10	\$10	2034
2035	2,418,423	(1,162,96)	0	(1,162,96)	(1,162,96)	(1,162,96)	0	0	\$0.00	\$0.00	443,853	0	0	(2,182)	221,826	4,639	\$0.03	\$10	\$10	2035
2036	2,224,360	(1,162,96)	0	(1,162,96)	(1,162,96)	(1,162,96)	0	0	\$0.00	\$0.00	442,525	0	0	(2,212)	221,263	(663)	\$0.03	\$10	\$10	2036
2037	2,224,360	(1,162,96)	0	(1,162,96)	(1,162,96)	(1,162,96)	0	0	\$0.00	\$0.00	440,464	0	0	(2,200)	220,232	(1,031)	\$0.03	\$9	\$9	2037
2038	499,550	0	0	0	0	0	0	0	\$0.00	\$0.00	437,257	0	0	(218,629)	218,629	(1,001)	\$0.03	\$9	\$9	2038
2039	500,150	0	0	0	0	0	0	0	\$0.00	\$0.00	442,347	0	0	(2,210)	221,184	2,555	\$0.03	\$9	\$9	2039
2040	520,150	0	0	0	0	0	0	0	\$0.00	\$0.00	436,122	0	0	(218,061)	218,061	(3,131)	\$0.02	\$9	\$9	2040
2041	520,150	0	0	0	0	0	0	0	\$0.00	\$0.00	438,709	0	0	(219,384)	219,384	1,323	\$0.02	\$8	\$8	2041
2042	0	0	0	0	0	0	0	0	\$0.00	\$0.00	440,116	0	0	(220,663)	220,663	679	\$0.02	\$8	\$8	2042
2043	0	0	0	0	0	0	0	0	\$0.00	\$0.00	440,265	0	0	(220,125)	220,125	65	\$0.02	\$8	\$8	2043
2044	0	0	0	0	0	0	0	0	\$0.00	\$0.00	0	0	0	0	0	(1,125)	\$0.00	\$0	\$0	2044
2045	0	0	0	0	0	0	0	0	\$0.00	\$0.00	0	0	0	0	0	0	\$0.00	\$0	\$0	2045
<b>Total</b>	<b>73,762,823</b>	<b>(1,111,111)</b>	<b>(1,111,111)</b>	<b>(1,111,111)</b>	<b>(1,111,111)</b>	<b>(1,111,111)</b>	<b>4,810,720</b>	<b>10,010,699,511</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>8,810,626</b>	<b>2,827,262</b>	<b>0</b>	<b>(1,415,181)</b>	<b>12,033,774</b>	<b>0</b>	<b>\$0.00</b>	<b>355</b>	<b>Total</b>	

Notes:



**Table 4**  
**General Obligation Debt Capacity Analysis - Impact of Financing Plan**  
*City of Franklin, WI*

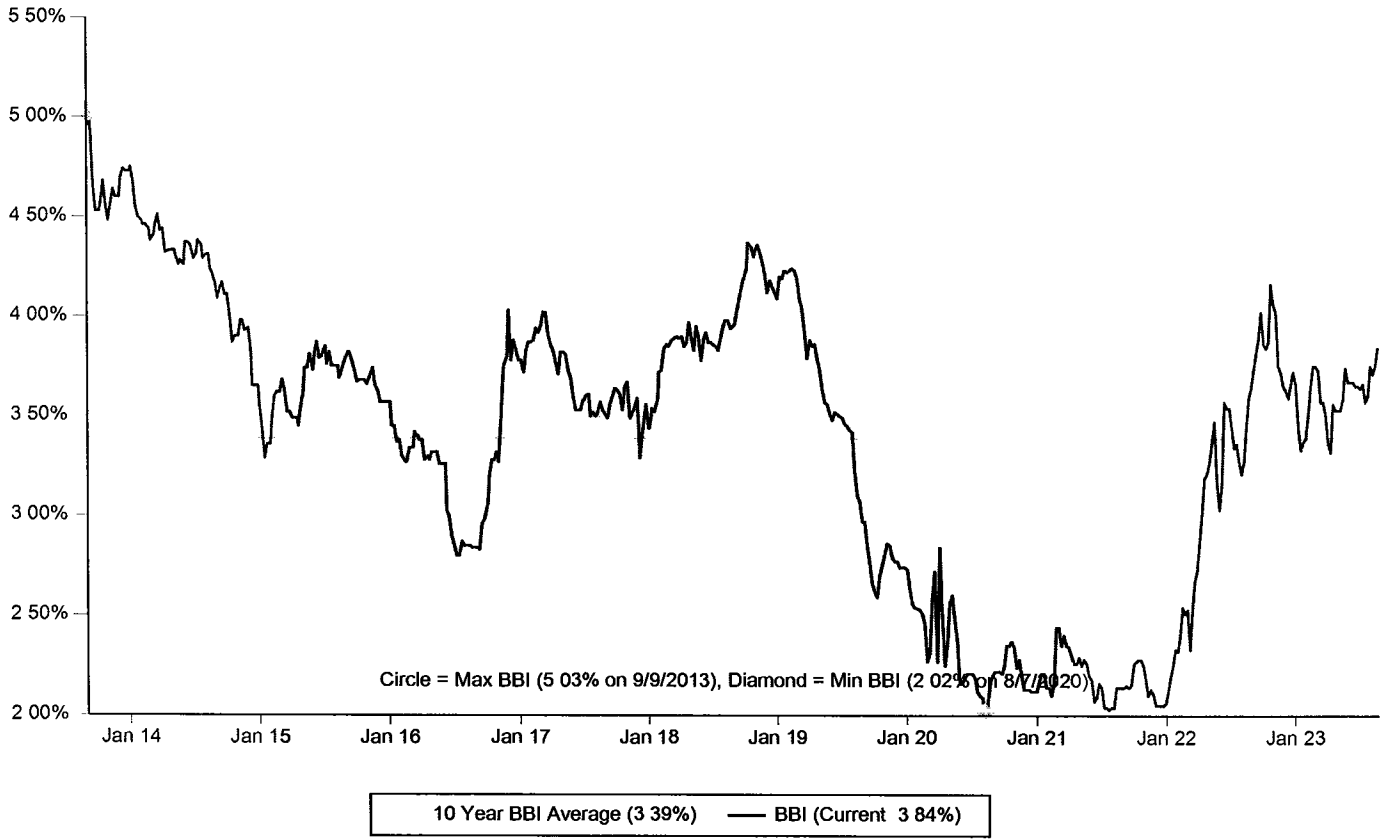
Year Ending	Existing Debt				Proposed Debt					Year Ending
	Projected Equalized Value (TID IN) <sup>1</sup>	Debt Limit	Existing Principal Outstanding	% of Limit	2023 G O Bonds	2023 G O Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	
2023	5,423,303,100	271,165,155	63,977,759	24%	6,055,000	2,395,000	\$72,427,759	27%	\$198,737,396	2023
2024	6,130,068,900	306,503,445	59,442,183	19%	5,795,000	2,175,000	\$67,412,183	22%	\$239,091,262	2024
2025	6,280,880,627	314,044,031	54,792,003	17%	5,585,000	1,970,000	\$62,347,003	20%	\$251,697,028	2025
2026	6,435,402,619	321,770,131	49,691,365	15%	5,365,000	1,755,000	\$56,811,365	18%	\$264,958,766	2026
2027	6,593,726,155	329,686,308	44,109,397	13%	5,135,000	1,530,000	\$50,774,397	15%	\$278,911,911	2027
2028	6,755,944,761	337,797,238	38,790,204	11%	4,895,000	1,300,000	\$44,985,204	13%	\$292,812,034	2028
2029	6,922,154,263	346,107,713	30,502,870	9%	4,645,000	1,060,000	\$36,207,870	10%	\$309,899,843	2029
2030	7,092,452,845	354,622,642	24,706,456	7%	4,385,000	810,000	\$29,901,456	8%	\$324,721,186	2030
2031	7,266,941,107	363,347,055	19,180,000	5%	4,115,000	550,000	\$23,845,000	7%	\$339,502,055	2031
2032	7,445,722,122	372,286,106	15,065,000	4%	3,840,000	280,000	\$19,185,000	5%	\$353,101,106	2032
2033	7,628,901,501	381,445,075	11,860,000	3%	3,555,000	0	\$15,415,000	4%	\$366,030,075	2033
2034	7,816,587,452	390,829,373	8,485,000	2%	3,260,000	0	\$11,745,000	3%	\$379,084,373	2034
2035	8,008,890,846	400,444,542	6,230,000	2%	2,950,000	0	\$9,180,000	2%	\$391,264,542	2035
2036	8,205,925,281	410,296,264	4,120,000	1%	2,630,000	0	\$6,750,000	2%	\$403,546,264	2036
2037	8,407,807,150	420,390,358	1,960,000	0%	2,300,000	0	\$4,260,000	1%	\$416,130,358	2037
2038	8,614,655,710	430,732,785	1,495,000	0%	1,960,000	0	\$3,455,000	1%	\$427,277,785	2038
2039	8,826,593,149	441,329,657	1,020,000	0%	1,600,000	0	\$2,620,000	1%	\$438,709,657	2039
2040	9,043,744,666	452,187,233	515,000	0%	1,230,000	0	\$1,745,000	0%	\$450,442,233	2040
2041	9,266,238,536	463,311,927	0	0%	840,000	0	\$840,000	0%	\$462,471,927	2041
2042	9,494,206,193	474,710,310	0	0%	430,000	0	\$430,000	0%	\$474,280,310	2042
2043	9,727,782,301	486,389,115	0	0%	0	0	\$0	0%	\$486,389,115	2043
2044	9,967,104,839	498,355,242	0	0%	0	0	\$0	0%	\$498,355,242	2044
2045	10,212,315,182	510,615,759	0	0%	0	0	\$0	0%	\$510,615,759	2045

**Notes:**

1) Valuation shown for 2023 is actual

## 10 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates August, 2013 - August, 2023



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA

Source: The Bond Buyer



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 19, 2023
REPORTS & RECOMMENDATIONS	<p>INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,035,000 FOR WATER SYSTEM PROJECTS;</p> <p>INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,020,000 FOR THE HOUSING OF MACHINERY AND EQUIPMENT;</p> <p>RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$6,055,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A;</p> <p>AND RESOLUTION DIRECTING PUBLICATION NOTICE TO ELECTORS RELATING TO BOND ISSUES</p>	ITEM NUMBER  2.14.

**Background**

The 2023 Budget includes the provision for the Water Fund to construct a Water Tower on Lovers Lane. That project was budgeted for \$7.118 million dollars. The 2023 Budget includes the provision for the Capital Improvement Fund to construct a Department of Public Works Cold Storage Building.

**Analysis**

The Water Utility & Capital Improvement debt sale is planned for November 7, with settlement by November 28<sup>th</sup>, 2023.

The sale will be competitive.

Quarles & Brady prepared Council Resolutions providing for the authorizing and bond sale for review. An updated resolution based on the results of the sale will be presented at the sale meeting for adoption. The draft resolutions are attached.

Our Financial Advisor for this transaction is Ehlers & Associates, LLC.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2023-\_\_\_\_\_ an initial resolution authorizing General Obligation Bonds in an Amount not to exceed \$3,035,000 for Water System projects.

**AND**

Motion to adopt Resolution No. 2023-\_\_\_\_\_ an initial resolution authorizing General Obligation Bonds in an amount not to exceed \$3,020,000 for Housing of Machinery and Equipment.

**AND**

Motion to adopt Resolution No. 2023-\_\_\_\_\_ a resolution providing for the sale of not to exceed \$6,055,000 General Obligation Corporate Purpose Bonds, Series 2023A.

**AND**

Motion directing staff to Publish Notice to Electors Relating to Bond Issues.

**FINANCE DEPT - DB**

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

INITIAL RESOLUTION AUTHORIZING \$3,035,000 GENERAL  
OBLIGATION BONDS FOR WATER SYSTEM PROJECTS

-----

BE IT RESOLVED by the Common Council of the City of Franklin, Milwaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$3,035,000 for the public purpose of paying the cost of water system projects.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

\_\_\_\_\_  
John Nelson  
Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson  
City Clerk

(SEAL)

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

INITIAL RESOLUTION AUTHORIZING \$3,020,000 GENERAL  
OBLIGATION BONDS FOR BUILDINGS FOR THE HOUSING OF  
MACHINERY AND EQUIPMENT

-----

BE IT RESOLVED by the Common Council of the City of Franklin, Milwaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$3,020,000 for the public purpose of paying the cost of buildings for the housing of machinery and equipment.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

\_\_\_\_\_  
John Nelson  
Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson  
City Clerk

(SEAL)

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED  
\$6,055,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A

-----

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the "City") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following not to exceed amounts:

- (a) \$3,020,000 for buildings for the housing of machinery and equipment; and
- (b) \$3,035,000 for water system projects.

WHEREAS, the Common Council hereby finds and determines that the projects described in the Initial Resolutions are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds, Series 2023A" (the "Bonds") in an amount not to exceed \$6,055,000 for the purposes above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the projects described in the Initial Resolutions prior to the issuance of the Bonds with the proceeds of the Bonds in an amount not to exceed \$6,055,000.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

\_\_\_\_\_  
John Nelson  
Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson  
City Clerk

(SEAL)

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS  
RELATING TO BOND ISSUES

-----

WHEREAS, initial resolutions authorizing general obligation bonds have been adopted by the Common Council of the City of Franklin, Milwaukee County, Wisconsin (the "City") and it is now necessary that said initial resolutions be published to afford notice to the residents of the City of their adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch. 985, Wis. Stats.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of September, 2023.

\_\_\_\_\_  
John Nelson  
Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson  
City Clerk

(SEAL)

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

CITY OF FRANKLIN

NOTICE TO ELECTORS RELATING TO BOND ISSUES

NOTICE IS HEREBY GIVEN, that on September 19, 2023, at a meeting of the Common Council of the City of Franklin, the following resolutions were adopted and recorded pursuant to Section 67.05(1), Wisconsin Statutes:

INITIAL RESOLUTION AUTHORIZING  
\$3,020,000 GENERAL OBLIGATION BONDS  
FOR BUILDINGS FOR THE HOUSING OF  
MACHINERY AND EQUIPMENT

BE IT RESOLVED by the Common Council of the City of Franklin, Milwaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$3,020,000 for the public purpose of paying the cost of buildings for the housing of machinery and equipment.

INITIAL RESOLUTION AUTHORIZING  
\$3,035,000 GENERAL OBLIGATION BONDS  
FOR WATER SYSTEM PROJECTS

BE IT RESOLVED by the Common Council of the City of Franklin, Milwaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$3,035,000 for the public purpose of paying the cost of water system projects.

The Wisconsin Statutes (s. 67.05(7)(b)) provide that initial resolutions need not be submitted to the electors unless within 30 days after adoption of the initial resolutions a petition is filed in the City Clerk's office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast for governor in the City at the last general election. A petition may be filed with respect to any one or more of the initial resolutions.

City of Franklin

Karen Kastenson  
City Clerk



September 19, 2023

PRE-SALE REPORT FOR

## City of Franklin, Wisconsin

### \$6,055,000 General Obligation Corporate Purpose Bonds, Series 2023A



**Prepared by:**

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

**Advisors:**

Todd Taves, Senior Municipal Advisor  
Jon Cameron, Senior Municipal Advisor

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# EXECUTIVE SUMMARY OF PROPOSED DEBT

**Proposed Issue:**

\$6,055,000 General Obligation Corporate Purpose Bonds, Series 2023A (“Bonds”)

**Purposes:**

The proposed issue includes financing for the Department of Public Works cold storage building and construction of a new water tower. Debt service will be secured by a pledge of property tax revenues. The City expects to abate the portion of the debt service allocated to the water tower from revenues of the water system.

**Authority:**

The Bonds are being issued pursuant to Wisconsin Statute 67.04 and will be general obligations of the City for which its full faith, credit and taxing powers are pledged. The Bonds count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City’s total General Obligation debt principal outstanding will be approximately \$72,427,759, which is 24% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$234,025,686.

**Term/Call Feature:**

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on March 1 in the years 2024 through 2043. Interest is payable every six months beginning March 1, 2024. The Bonds will be subject to prepayment at the discretion of the City on March 1, 2033, or any date thereafter.

**Bank Qualification:**

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

**Rating:**

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa2”. The City will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating if the bond rating of the insurer is higher than that of the City.

**Basis for Recommendation:**

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

**Method of Sale/Placement:**

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks. An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

**Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. For this issue of Bonds, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

**Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities currently.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

**Continuing Disclosure:**

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

**Arbitrage Monitoring:**

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitation, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

**Investment of Bond Proceeds:**

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs

**Risk Factors:**

The City expects to abate a portion of the City debt service with water utility revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

**Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously

required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

**Bond Counsel:** Quarles & Brady LLP

**Disclosure Counsel:** Quarles & Brady LLP.

**Paying Agent:** Bond Trust Services Corporation.

**Rating Agency:** Moody's Investors Service, Inc.

## PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	September 19, 2023
Due Diligence Call to review Official Statement:	Week of October 23, 2023
Conference with Rating Agency:	Week of October 23, 2023
Distribute Official Statement:	Week of October 31, 2023
Common Council Meeting to Award Sale of the Bonds:	November 7, 2023
Estimated Closing Date:	November 28, 2023

### Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedules
- Current and Projected Debt Capacity Utilization
- Bond Buyer Index

## EHLERS' CONTACTS

Todd Taves, Senior Municipal Advisor	(262) 796-6173
Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Na Lee Lee, Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

# Table 1 Capital Improvements Financing Plan

City of Franklin, WI

2023			
	G.O. Bonds	DPW Cold Storage Portion	Water Tower Portion
<b>CIP Projects<sup>1</sup></b>			
DPW Cold Storage	2,964,000	2,964,000	
Ryan Road Sewer	-		
Water Tower	2,979,254		2,979,254
Levy	-		
<b>Subtotal Project Costs</b>	<b>5,943,254</b>	<b>2,964,000</b>	<b>2,979,254</b>
<b>CIP Projects<sup>1</sup></b>	<b>5,943,254</b>	<b>2,964,000</b>	<b>2,979,254</b>
<b>Less Other Available Revenues</b>			
ARPA Funds?	0		
<b>Net Borrowing Requirement</b>	<b>5,943,254</b>	<b>2,964,000</b>	<b>2,979,254</b>
<b>Estimated Issuance Expenses</b>	<b>168,438</b>	<b>84,010</b>	<b>84,427</b>
Municipal Advisor (Ehlers)	38,900	19,402	19,498
Bond Counsel	20,000	9,975	10,025
Disclosure Counsel	13,000	6,484	6,516
Rating Fee	20,000	9,975	10,025
Maximum Underwriter's Discount	12.50 75,688	37,750	37,938
Paying Agent	850	424	426
<b>Subtotal Issuance Expenses</b>	<b>168,438</b>	<b>84,010</b>	<b>84,427</b>
<b>TOTAL TO BE FINANCED</b>	<b>6,111,692</b>	<b>3,048,010</b>	<b>3,063,681</b>
Estimated Interest Earnings	2.00% (59,433)	(29,640)	(29,793)
Assumed spend down (months)	6		
Rounding	2,741	1,630	1,111
<b>NET BOND SIZE</b>	<b>6,055,000</b>	<b>3,020,000</b>	<b>3,035,000</b>

**Notes:**

1) Project Total Estimates

**Table 2**  
**Allocation of Debt Service - 2023 G.O. Bonds**  
*City of Franklin, WI*

Year Ending	DPW Cold Storage Portion				Water Tower Portion				Year Ending	Totals		
	Principal	Est. Rate <sup>1)</sup>	Interest	Total	Principal	Est. Rate	Interest	Total		Principal (3/1)	Interest	Total
2024	130,000	4.00%	89,105	219,105	130,000	4.00%	89,509	219,509	2024	260,000	178,614	438,614
2025	105,000	4.00%	113,630	218,630	105,000	4.00%	114,163	219,163	2025	210,000	227,793	437,793
2026	110,000	3.95%	109,357	219,357	110,000	3.95%	109,891	219,891	2026	220,000	219,248	439,248
2027	115,000	3.80%	105,000	220,000	115,000	3.80%	105,533	220,533	2027	230,000	210,533	440,533
2028	120,000	3.65%	100,625	220,625	120,000	3.65%	101,158	221,158	2028	240,000	201,783	441,783
2029	125,000	3.60%	96,185	221,185	125,000	3.60%	96,718	221,718	2029	250,000	192,903	442,903
2030	130,000	3.50%	91,660	221,660	130,000	3.50%	92,193	222,193	2030	260,000	183,853	443,853
2031	135,000	3.53%	87,002	222,002	135,000	3.53%	87,535	222,535	2031	270,000	174,537	444,537
2032	135,000	3.52%	82,243	217,243	140,000	3.52%	82,689	222,689	2032	275,000	164,932	439,932
2033	140,000	3.55%	77,382	217,382	145,000	3.55%	77,651	222,651	2033	285,000	155,033	440,033
2034	145,000	3.60%	72,287	217,287	150,000	3.60%	72,377	222,377	2034	295,000	144,664	439,664
2035	155,000	3.55%	66,926	221,926	155,000	3.55%	66,926	221,926	2035	310,000	133,852	443,852
2036	160,000	3.64%	61,263	221,263	160,000	3.64%	61,263	221,263	2036	320,000	122,525	442,525
2037	165,000	3.78%	55,232	220,232	165,000	3.78%	55,232	220,232	2037	330,000	110,464	440,464
2038	170,000	4.10%	48,629	218,629	170,000	4.10%	48,629	218,629	2038	340,000	97,257	437,257
2039	180,000	4.40%	41,184	221,184	180,000	4.40%	41,184	221,184	2039	360,000	82,367	442,367
2040	185,000	4.50%	33,061	218,061	185,000	4.50%	33,061	218,061	2040	370,000	66,122	436,122
2041	195,000	4.63%	24,384	219,384	195,000	4.63%	24,384	219,384	2041	390,000	48,769	438,769
2042	205,000	4.69%	15,063	220,063	205,000	4.69%	15,063	220,063	2042	410,000	30,126	440,126
2043	215,000	4.77%	5,128	220,128	215,000	4.77%	5,128	220,128	2043	430,000	10,256	440,256
2044			0	0		0.00%	0	0	2044	0	0	0
2045			0	0		0.00%	0	0	2045	0	0	0
<b>Total</b>	<b>3,020,000</b>		<b>1,375,341</b>	<b>4,395,341</b>	<b>3,035,000</b>		<b>1,380,284</b>	<b>4,415,284</b>	<b>Total</b>	<b>6,055,000</b>	<b>2,755,626</b>	<b>8,810,626</b>

**Notes:**

1) Estimated Rate assumes Green Bay 8/9/23 competitive sale reoffering yields plus 1/2 percent



Table 3  
Financing Plan Tax Impact  
City of Franklin, WI

Year Ending	Existing Debt							Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TD OUT)	Tax Rate Per \$1,000 Home	Annual Taxes \$350,000	2023 G.O. Bonds 0.055,000		2023 G.O. Notes 2.395,000		Abatement		Debt Service Levy		Taxes		Year Ending
	Total Debt Payments	Less: TID #5	Less: TID #6	Less: TID #7	Less: TID #8	Less: Sewer	Total Principal and Interest						Total Principal and Interest	Total Principal and Interest	Least: Sewer	Least: Water	Total Net Debt Service Levy	Levy Change From Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$350,000 Home	Annual Taxes Difference From Existing	Year Ending	
2023	5,658,145	(1,415,151)	(56,323)	(152,551)	0	(1,555,198)	1,116,938	5,252,114,900	\$0.21	\$74.43			438,834	282,674	0	1,116,938	1,116,938	\$0.21	\$74	2023			
2024	6,092,667	(2,179,720)	(84,551)	(1,434,000)	76,048	(1,821,923)	1,053,868	5,899,925,200	\$0.17	\$80.79			438,834	282,674	0	1,116,938	1,116,938	\$0.21	\$74	2024			
2025	6,094,003	(2,185,201)	(84,241)	(1,233,870)	(79,100)	(1,853,211)	939,275	5,941,565,428	\$0.15	\$83.81			437,799	280,550	0	1,116,938	1,116,938	\$0.24	\$81	2025			
2026	6,394,273	(3,061,693)	(71,531)	(915,000)	(159,451)	(1,809,581)	788,838	6,165,221,185	\$0.13	\$46.65			439,748	282,203	0	1,116,938	1,116,938	\$0.21	\$73	2026			
2027	6,735,145	(1,866,953)	(61,993)	(316,413)	(2,116,600)	(2,262,527)	861,750	6,418,275,833	\$0.13	\$46.99			440,533	283,882	0	1,116,938	1,116,938	\$0.21	\$74	2027			
2028	5,327,546	(2,761,495)	(80,000)	(1,100,000)	(2,100,000)	(2,100,000)	319,800	5,252,114,900	\$0.05	\$17.88			441,263	280,210	0	1,116,938	1,116,938	\$0.18	\$64	2028			
2029	5,100,034	(1,600,000)	(1,000,000)	(2,100,000)	(2,100,000)	(2,100,000)	412,800	5,252,114,900	\$0.06	\$23.63			442,263	281,692	0	1,116,938	1,116,938	\$0.14	\$48	2029			
2030	6,453,026	(1,640,000)	(1,000,000)	(1,400,000)	(1,400,000)	(1,400,000)	444,800	6,911,817,600	\$0.06	\$22.50			443,853	282,997	0	1,116,938	1,116,938	\$0.14	\$48	2030			
2031	6,042,271	(2,362,143)	(1,150,000)	(1,337,731)	(1,250,000)	(1,250,000)	444,800	7,084,625,684	\$0.00	\$0.00			444,537	284,033	0	1,116,938	1,116,938	\$0.07	\$25	2031			
2032	4,599,621	(2,726,451)	(80,000)	(1,100,000)	(1,100,000)	(1,100,000)	444,800	7,261,756,222	\$0.00	\$0.00			446,992	284,692	0	1,116,938	1,116,938	\$0.07	\$24	2032			
2033	3,510,898	(1,700,000)	(1,000,000)	(1,100,000)	(1,100,000)	(1,100,000)	444,800	7,443,311,296	\$0.00	\$0.00			446,992	284,692	0	1,116,938	1,116,938	\$0.07	\$24	2033			
2034	3,604,766	(1,700,000)	(1,000,000)	(1,100,000)	(1,100,000)	(1,100,000)	444,800	7,624,907,628	\$0.00	\$0.00			449,664	285,700	0	1,116,938	1,116,938	\$0.08	\$10	2034			
2035	2,419,423	(1,300,000)	(1,000,000)	(1,100,000)	(1,100,000)	(1,100,000)	444,800	7,806,504,000	\$0.00	\$0.00			443,852	284,852	0	1,116,938	1,116,938	\$0.03	\$10	2035			
2036	2,234,560	(1,100,000)	(1,000,000)	(1,100,000)	(1,100,000)	(1,100,000)	444,800	8,015,674,800	\$0.00	\$0.00			442,535	283,515	0	1,116,938	1,116,938	\$0.03	\$10	2036			
2037	2,234,560	(1,100,000)	(1,000,000)	(1,100,000)	(1,100,000)	(1,100,000)	444,800	8,216,041,332	\$0.00	\$0.00			440,664	281,664	0	1,116,938	1,116,938	\$0.03	\$9	2037			
2038	499,550	0	0	0	0	0	444,800	8,421,098,310	\$0.00	\$0.00			437,257	279,257	0	1,116,938	1,116,938	\$0.03	\$9	2038			
2039	500,150	0	0	0	0	0	444,800	8,632,051,098	\$0.00	\$0.00			442,367	278,367	0	1,116,938	1,116,938	\$0.06	\$9	2039			
2040	500,150	0	0	0	0	0	444,800	8,847,868,088	\$0.00	\$0.00			436,122	272,122	0	1,116,938	1,116,938	\$0.02	\$9	2040			
2041	500,150	0	0	0	0	0	444,800	9,069,080,896	\$0.00	\$0.00			436,799	272,799	0	1,116,938	1,116,938	\$0.02	\$8	2041			
2042	0	0	0	0	0	0	444,800	9,295,834,827	\$0.00	\$0.00			440,126	276,126	0	1,116,938	1,116,938	\$0.02	\$8	2042			
2043	0	0	0	0	0	0	444,800	9,528,238,559	\$0.00	\$0.00			440,126	276,126	0	1,116,938	1,116,938	\$0.02	\$8	2043			
2044	0	0	0	0	0	0	444,800	9,766,460,218	\$0.00	\$0.00			0	0	0	1,116,938	1,116,938	\$0.00	\$0	2044			
2045	0	0	0	0	0	0	444,800	10,010,629,511	\$0.00	\$0.00			0	0	0	1,116,938	1,116,938	\$0.00	\$0	2045			
<b>Total</b>	<b>73,762,823</b>	<b>(1,411,101)</b>	<b>(10,416,359)</b>	<b>(1,900,000)</b>	<b>(1,900,000)</b>	<b>(1,900,000)</b>	<b>4,810,730</b>	<b>8,810,626</b>					<b>8,810,626</b>	<b>2,827,702</b>	<b>0</b>	<b>(1,415,344)</b>	<b>12,033,774</b>			<b>355</b>	<b>Total</b>		

**Table 4**  
**General Obligation Debt Capacity Analysis - Impact of Financing Plan**  
*City of Franklin, WI*

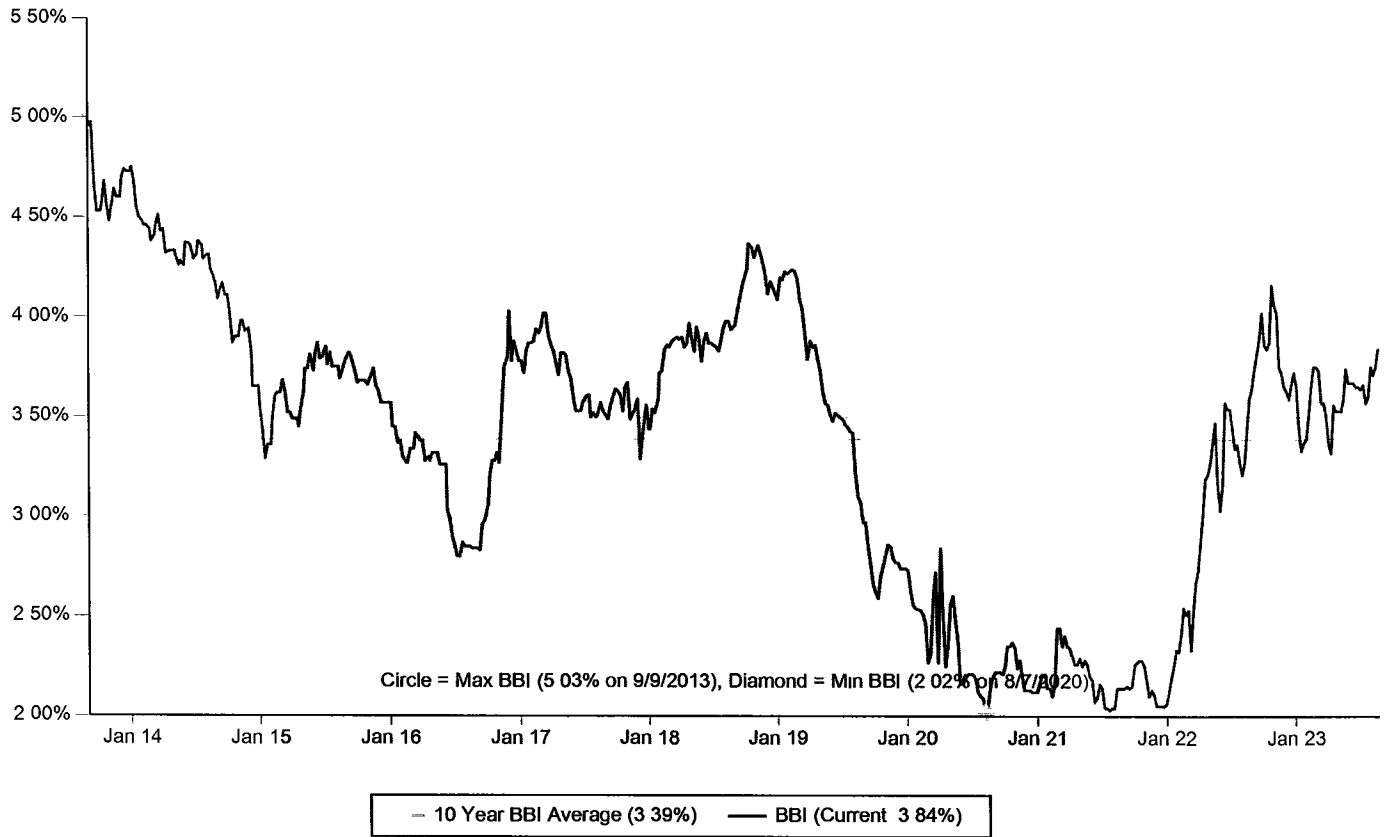
Year Ending	Existing Debt				Proposed Debt					Year Ending
	Projected Equalized Value (TID IN) <sup>1</sup>	Debt Limit	Existing Principal Outstanding	% of Limit	2023 G O Bonds	2023 G O Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	
2023	5,423,303,100	271,165,155	63,977,759	24%	6,055,000	2,395,000	\$72,427,759	27%	\$198,737,396	2023
2024	6,130,068,900	306,503,445	59,442,183	19%	5,795,000	2,175,000	\$67,412,183	22%	\$239,091,262	2024
2025	6,280,880,627	314,044,031	54,792,003	17%	5,585,000	1,970,000	\$62,347,003	20%	\$251,697,028	2025
2026	6,435,402,619	321,770,131	49,691,365	15%	5,365,000	1,755,000	\$56,811,365	18%	\$264,958,766	2026
2027	6,593,726,155	329,686,308	44,109,397	13%	5,135,000	1,530,000	\$50,774,397	15%	\$278,911,911	2027
2028	6,755,944,761	337,797,238	38,790,204	11%	4,895,000	1,300,000	\$44,985,204	13%	\$292,812,034	2028
2029	6,922,154,263	346,107,713	30,502,870	9%	4,645,000	1,060,000	\$36,207,870	10%	\$309,899,843	2029
2030	7,092,452,845	354,622,642	24,706,456	7%	4,385,000	810,000	\$29,901,456	8%	\$324,721,186	2030
2031	7,266,941,107	363,347,055	19,180,000	5%	4,115,000	550,000	\$23,845,000	7%	\$339,502,055	2031
2032	7,445,722,122	372,286,106	15,065,000	4%	3,840,000	280,000	\$19,185,000	5%	\$353,101,106	2032
2033	7,628,901,501	381,445,075	11,860,000	3%	3,555,000	0	\$15,415,000	4%	\$366,030,075	2033
2034	7,816,587,452	390,829,373	8,485,000	2%	3,260,000	0	\$11,745,000	3%	\$379,084,373	2034
2035	8,008,890,846	400,444,542	6,230,000	2%	2,950,000	0	\$9,180,000	2%	\$391,264,542	2035
2036	8,205,925,281	410,296,264	4,120,000	1%	2,630,000	0	\$6,750,000	2%	\$403,546,264	2036
2037	8,407,807,150	420,390,358	1,960,000	0%	2,300,000	0	\$4,260,000	1%	\$416,130,358	2037
2038	8,614,655,710	430,732,785	1,495,000	0%	1,960,000	0	\$3,455,000	1%	\$427,277,785	2038
2039	8,826,593,149	441,329,657	1,020,000	0%	1,600,000	0	\$2,620,000	1%	\$438,709,657	2039
2040	9,043,744,666	452,187,233	515,000	0%	1,230,000	0	\$1,745,000	0%	\$450,442,233	2040
2041	9,266,238,536	463,311,927	0	0%	840,000	0	\$840,000	0%	\$462,471,927	2041
2042	9,494,206,193	474,710,310	0	0%	430,000	0	\$430,000	0%	\$474,280,310	2042
2043	9,727,782,301	486,389,115	0	0%	0	0	\$0	0%	\$486,389,115	2043
2044	9,967,104,839	498,355,242	0	0%	0	0	\$0	0%	\$498,355,242	2044
2045	10,212,315,182	510,615,759	0	0%	0	0	\$0	0%	\$510,615,759	2045

**Notes:**

1) Valuation shown for 2023 is actual

## 10 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates August, 2013 - August, 2023



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 19, 2023
REPORTS AND RECOMMENDATIONS	Seagrave Fire Apparatus, LLC model TB50CA Marauder Pumper fire engine purchase contract. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), with regard to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and 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, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER  M. 15.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), with regard to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and 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, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 19, 2023
REPORTS AND RECOMMENDATIONS	City personnel performance evaluation of Director of Administration. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER  M. 16.

**COUNCIL ACTION REQUESTED**

A motion, with regard to City personnel performance evaluation of Director of Administration, to enter closed session pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 19, 2023
REPORTS AND RECOMMENDATIONS	<p>City personnel performance evaluation. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. §19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and Wis. Stat. §19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER  D. 17.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, Wis. Stat. §19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and Wis. Stat. §19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 09/19/23</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER H.</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of September 19, 2023.

**COUNCIL ACTION REQUESTED**

Approval of the minutes of License Committee Meeting of September 19, 2023.




414-425-7500

**License Committee**  
**Agenda\***  
**Franklin City Hall Health Wing Room**  
**9229 W. Loomis Rd**  
**Franklin, WI**  
**September 19, 2023 – 6:00 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Citizen Comment</b>			
<b>3.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2023-2024 New</b>	<b>Angel Cihler</b> On the Border			
<b>Operator 2023-2024 New</b>	<b>Jeffrey Linehan</b> Hideaway Pub & Eatery			
<b>Operator 2023-2024 New</b>	<b>Isabella Pantoja</b> Hideaway Pub & Eatery			
<b>Operator 2023-2024 New</b>	<b>Samuel Tretow</b> The Rock Sports Complex			
<b>Operator 2023-2024 New</b>	<b>Kayla Wolcyk</b> Hideaway Pub & Eatery			
<b>Reserve Class B Combination Change of Agent 2023-2024</b>	DBA Staybridge Suites Milwaukee Airport South <b>Dadaswami Hospitality LLC</b> Patel Shveta, Agent 9575 S 27 <sup>th</sup> St			
<b>4.</b>	<b>Adjournment</b>	<b>Time:</b>		

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

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>9/19/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated September 1, 2023 through September 14, 2023, Nos 194173 through Nos 194338 in the amount of \$ 2,537,069 56 Also included in this listing are EFT's Nos 5442 through EFT Nos 5455, Library vouchers totaling \$ 918 02, Water Utility vouchers totaling \$ 35,586 20 and Property Tax Refunds in the amount of \$ 12,976 43 Voided checks in the amount of \$ (14,599 04) are separately listed

Early release disbursements dated September 1, 2023 through September 13, 2023 in the amount of \$ 639,751 42 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

Attached is a list of property tax disbursements, EFT No 489 and dated September 1, 2023 through September 13, 2023 in the amount of \$ 12,976 43 This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated September 8, 2023 is \$ 452,571 28, previously estimated at \$ 465,000 Payroll deductions dated September 8, 2023 are \$ 239,937 04, previously estimated at \$ 250,000

The estimated payroll for September 22, 2023 is \$ 460,000 with estimated deductions and matching payments of \$ 467,000

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of September 14, 2023 in the amount of \$ 2,537,069 56
- Payroll dated September 8, 2023 in the amount of \$ 452,571 28 and payments of the various payroll deductions in the amount of \$ 239,937 04, plus City matching payments and
- Estimated payroll dated September 22, 2023 in the amount of \$ 460,000 and payments of the various payroll deductions in the amount of \$ 467,000, plus City matching payments

**ROLL CALL VOTE NEEDED**