

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/channel/UC8tEtPPK3JPRd51pTjTjK-w/featured>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 15, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement: Letter from the Wisconsin Department of Agriculture, Trade and Consumer Protection Regarding Weights and Measures Inspections during COVID-19.
- C. Approval of Minutes:
 - 1. Approve Corrected Regular Common Council Meeting Minutes of November 2, 2020.
 - 2. Regular Common Council Meeting of December 1, 2020.
- D. Hearings.
- E. Organizational Business:
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Update to City of Franklin-Franklin Public School District School Resource Officer Memorandum of Understanding.
 - 2. Project Updates for Ballpark Commons.
 - 3. The Hill Has Eyes Update from Health Department.
 - 4. A Resolution Conditionally Re-Approving a Condominium Plat for the Second Addendum to the Deerwood Estates Condominium Development at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10) (Franklin Estates LLC, Applicant) (SGB & Associates, LLC, Property Owner).
 - 5. Additional Modifications to the Ryan Creek Interceptor Odor Reduction Project.
 - 6. Review and Consideration of Wisconsin Statutes Chapter 19, Subchapter III, Code of Ethics for Public Officials and Employees, and the Former Repealed Franklin Municipal Code Section 36, Code of Ethics (Alderman Nelson).
 - 7. A Resolution for Acceptance of Easement for Storm Drainage for Oakes Estates Subdivision Located at Approximately S. 92nd Street, S. Warwick Way and S. Cambridge Drive, Tax Key Number 754-9998-000 (Before Land Division).
 - 8. A Resolution to Amend Contract with Graef-USA, Inc. to Prepare a Certified Survey Map for the Industrial Park Lift Station (10100 S. 60th Street) Replacement for \$6,000.

9. Authorize Department of Public Works to Use Unused Funds from the 2020 Highway Equipment Replacement and Capital Outlay Funds for Purchases of Additional Equipment.
10. Authorization for the Department of Public Works to Purchase Light Emitting Diode Street Lights.
11. Authorize Department of Public Works Staff to Solicit Equipment Considered in the 2021 Highway Equipment Replacement and Capital Outlay Funds.
12. Reimburse WE Energies to Relocate Electric Facilities at 2731 W. Elm Road in the Amount of \$15,392.76.
13. A Resolution to Execute Harwood Engineering Consultants, Ltd. Professional Services Agreement for Storm Water Reviews and Other On-Call Services.
14. Request to Authorize Carry Forward of Unused 2020 Appropriations for Use in 2021 in the Amount of \$549,900.
15. 2021 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil and Site Evaluation.
16. 2021 Property and Casualty Insurance Coverage.
17. Amendment to Tax Incremental District No. 5 Ballpark Commons Development Project Agreement Regarding Impact Fees and Irrevocable Payment Bond. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to an Amendment to Tax Incremental District No. 5 Ballpark Commons Development Project Agreement Regarding Impact Fees and Irrevocable Payment Bond by BPC Golf Entertainment, LLC and BPC County Land, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
18. Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements completion potential agreement with Villa Drive Associates, LLC. The Common Council may enter closed session pursuant to Wis. Stat § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of December 15, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

Common Council Meeting Agenda

December 15, 2020

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J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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:

December 17	Plan Commission Meeting	7:00 p.m.
December 24 & 25	City Hall Closed	City Hall Closed
December 31 & January 1	City Hall Closed	City Hall Closed
January 5	Common Council Meeting	6:30 p.m.
January 7	Plan Commission Meeting	7:00 p.m.
January 19	Common Council Meeting	6:30 p.m.
January 21	Plan Commission Meeting	7:00 p.m.

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State of Wisconsin
Governor Tony Evers

B.2.

Department of Agriculture, Trade and Consumer Protection
Secretary-designee Randy Romanski

December 8, 2020

Dear Local Official:

As the COVID-19 pandemic continues, the Department of Agriculture, Trade and Consumer Protection (DATCP) wants to share expectations with all of our inspected businesses for what we will be doing to protect public health, and what we are asking from you. We are committed to following practices that maintain the safety of both your employees and our inspection staff. These practices have an additional benefit of reducing the likelihood that our staff will need to undergo self-isolation if they are exposed to COVID-19, thereby keeping our inspectors working and our inspections running efficiently.

As you may know, on November 10, 2020, Gov. Tony Evers issued Executive Order #94, recommending a series of steps that individuals and businesses should take to prevent the spread of COVID-19. Among others, these recommendations include implementing appropriate social distancing, requiring the use of masks, and adopting policies to prevent staff from entering the premises or worksite if they display respiratory symptoms or have had contact with a person with a confirmed diagnosis of COVID-19.

DATCP staff will abide by these recommendations while inside businesses in your community. We ask that you encourage the businesses in your community to do the same. Frequent handwashing, social distancing, and staying home when ill are important public health steps that should be taken to stop the spread of this disease. Your community is counting on you to adopt these practices.

We have directed DATCP staff to self-monitor for COVID-19 symptoms, not work when ill, practice social distancing, and to conduct records reviews and data entry remotely whenever possible. Please be aware that our staff have also been instructed to leave the business and seek guidance from their supervisor if, during the course of their work at a business in your community, they observe actions that may be a threat to public health.

Our hope is that this will not disrupt DATCP's ability to meet its contractual obligations to complete inspections in your municipality. Should a delay of inspections become necessary in order to maintain the safety of our staff, we will be in touch with you to address our concerns and seek a mutually agreeable solution by which we can meet our obligations.

Thank you for your cooperation and partnership. If you have questions, please contact Weights and Measures Bureau Director Rachele Miller by calling 608-516-5362 or emailing Rachele.Miller@wisconsin.gov as soon as possible.

Sincerely,

Lara Sutherlin
Administrator, Division of Trade and Consumer Protection

Wisconsin - America's Dairyland

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APPROVED NOVEMBER 17, 2020

CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 2, 2020
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on November 2, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, and City Attorney Jesse A. Wesolowski.

- CITIZEN COMMENT B.1 Citizen comment period was opened at 6:31 p.m. and closed at 8:30 p.m. Alderman Barber vacated his seat at 8:02 p.m. and returned at 8:06 p.m.

- MAYORAL ANNOUNCEMENT B.2. Mayor Olson presented an Intergovernmental Cooperation Council letter to Federal Delegation Regarding Pandemic Funding.

- MINUTES OCTOBER 6, 2020 C.1. Alderman Dandrea moved to table the minutes of the regular Common Council Meeting of October 6, 2020 to the November 17, 2020 Common Council meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.

- MINUTES OCTOBER 20, 2020 C.2. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of October 21, 2020 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

- MAYORAL APPOINTMENTS E. Alderman Mayer moved to confirm the Mayoral Appointment of Timothy Solomon, 8026 S. Mission Dr., Ald. Dist. 2, Community Development Authority, for a 4 year term expiring August 30, 2024. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderman Mayer, Alderwoman Hanneman, Alderman Barber and Alderman Nelson voted Aye; Alderwoman Wilhelm voted No. Motion carried.

- RES. NO. 2020-7681 SPECIAL USE RECONSIDER FOR MEAT PROCESSING PLANT-STRAUSS G.1. Alderwoman Hanneman moved to reconsider action taken on October 20, 2020 to deny A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83

of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), and the non-approval thereof. Seconded by Alderman Dandrea. On roll call, the vote was as follows: Alderman Dandrea, Alderwoman Hanneman and Alderman Barber voted Aye; Alderman Mayer, Alderwoman Wilhelm and Alderman Nelson voted No. Mayor Olson broke the tie by voting in the Affirmative. Motion carried.

Alderwoman Hanneman moved to substitute a motion to adopt a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), as presented to the Common Council on November 2, 2020, in the place of the motion to deny a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant), and the non-approval thereof. Seconded by Alderman Dandrea.

Alderwoman Hanneman then moved to amend the motion to include the following conditions with the existing 20 conditions of approval in the Resolution:

21. The applicant, successors and assigns, shall implement sound control devices, including but not limited to additional chimneys or baffles, to reduce the sound from exhaust and ventilation fans to a maximum of 65 decibels at the ground level adjacent to the building closest to the fan.

22. The applicant, successors and assigns, shall mitigate truck traffic noise and impact by installing a 5-foot high landscape berm on the east side of the livestock loading area to provide additional screening and sound deflection.

23. The applicant, successors and assigns, shall further mitigate truck traffic noise and impact by increasing the height of the berm along the north property line by an average of 2 feet over that shown on the existing approved site plan. This berm shall be designed to appear natural.

24. The applicant, successors and assigns, shall submit a revised Landscape Plan which shows the approved changes to berms and landscape buffers as provided in Conditions 22 and 23 above.

25. The applicant, successors and assigns, shall establish and maintain a citizen complaint procedure, in which concerned residents contact a designated representative of the applicant, successors or assigns, and provide details of any complaints. The applicant,

successors and assigns, shall compile any and all complaints and submit a monthly report of the complaints to the City Health Department, along with any actions taken. This procedure shall be in addition to current coordination with the City Health Department regarding complaints and coordinating responses thereto. Seconded by Alderman Dandrea. On roll call, the vote was as follows: Alderman Barber, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Nelson and Alderman Mayer voted No. Motion carried.

On the vote to substitute a motion as amended to adopt a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive, Alderman Dandrea, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Mayer; Alderwoman Wilhelm, and Alderman Nelson voted No. Mayor Olson broke the tie by voting in the Affirmative. Motion carried.

Upon the substitute motion as amended to adopt Resolution No. 2020-7681, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE (LOT 83 OF RYAN MEADOWS SUBDIVISION) (STRAUSS BRANDS LLC, APPLICANT), as presented to the Common Council on November 2, 2020: On roll call, the vote was as follows: Alderman Barber, Alderwoman Hanneman, and Alderman Dandrea voted Aye; Alderman Nelson, Alderwoman Wilhelm and Alderman Mayer voted No. Mayor Olson broke the tie by voting in the Affirmative. Motion carried.

TID 6 FINANCING
PLAN

G.2.

No action was taken on the review of Tax Incremental District 6 Financing Plan with pending \$3 million debt offering.

Alderman Hanneman vacated her seat at 9:56 p.m. and returned at 9:57 p.m.

Mayor Olson vacated his seat at 10:04 p.m. and passed the gavel to Alderman Dandrea, who then chaired the meeting.

W. MARQUETTE
AVE. EXTENSION
PROJECT 2021

G.5.

No action was taken on the Proposed 2021 Capital Improvement Fund budget to add a W. Marquette Avenue extension project from S. 49th Street to S. 51st Street with a \$925,000 appropriation and a \$86,000

donation from developers, and a \$600,000 transfer from the Special Assessment Fund in the Capital Improvement Fund, per direction of the Finance Director and unneeded if bid in G.4. is adopted.

AGREEMENT FOR
CONSTRUCTION OF
W. MARQUETTE
AVE.

G.3.

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

RES. 2020-7682
AWARD
CONSTRUCTION
CONTRACT
W. MARQUETTE
AVE.

G.4.*

Acting Mayor Dandrea stated that he will not be voting as Alderman on this item. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7682 A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT OF D.F. TOMASINI CONTRACTORS, INC. FOR THE CONSTRUCTION OF 2020 MARQUETTE AVENUE ROAD IN THE AMOUNT OF \$737,954.90 WITH A NOTICE TO PROCEED FOR APRIL 1, 2021. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderwoman Hanneman vacated her seat at 10:22 p.m. and returned at 10:25 p.m.

ORD. NO. 2020-2452
PARKING
RESTRICTIONS
W. STATESMAN
WAY

G.6.*

Acting Mayor Dandrea stated that he will not be voting as Alderman on this item. Alderwoman Wilhelm moved to adopt Ordinance No. 2020-2452 AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5. D. (4) DESIGNATING PARKING RESTRICTIONS ON SOUTH SIDE OF W. STATESMAN WAY FROM S. 27TH STREET TO S. 31ST STREET. Seconded by Alderman Nelson. All voted Aye; motion carried.

~~*Alderwoman Hanneman returned at 10:25 p.m.~~

Mayor Olson returned at 10:29 p.m. and resumed chairing the meeting.

RES. 2020-7683
SPECIAL USE
DEVELOPMENT OF
TWO 150,000 SQ FT
CLASS A BUILDING

G.7.

Alderwoman Hanneman moved to adopt Resolution No. 2020-7683, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR ECOMMERCE/WAREHOUSING AND DISTRIBUTION REQUIRE AND TO ALLOW FOR OVERNIGHT PARKING FOR VEHICLES EXCEEDING 8,000 POUNDS MANUFACTURED GROSS VEHICLE WEIGHT UPON PROPERTIES LOCATED AT 3825 WEST ASPEN WAY, ZONED PLANNED DEVELOPMENT

DISTRICT NO. 39 (MIXED USE BUSINESS PARK). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2020-7684
HICKORY STREET

G.8. Alderman Barber moved to adopt Resolution No. 2020-7684, A RESOLUTION TO AUTHORIZE AMENDMENT 2, PHASE 1 TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR THE PRELIMINARY DESIGN OF S. HICKORY STREET FROM W. ELM ROAD TO W. OAKWOOD ROAD FOR \$46,500. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderwoman Wilhelm vacated her seat at 10:36 p.m.

RELEASE ESCROW
DEPOSIT HIDDEN
OAKS

G.9. Alderwoman Hanneman moved to release the escrow deposit for Hidden Oaks Subdivision as recommended by the Engineering Department. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2020-7685
UTILITY
EASEMENTS RYAN
MEADOWS
SUBDIVISION

G.10. Alderman Nelson moved to adopt Resolution No. 2020-7685, A RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR STORM DRAINAGE, SANITARY SEWER, WATERMAIN AND TEMPORARY TURN AROUND FOR RYAN MEADOWS SUBDIVISION LOCATED OFF OF W. LOOMIS ROAD BETWEEN W. RYAN ROAD AND S. 112TH ST. Seconded by Alderman Mayer. All voted Aye; motion carried

2021 BUDGET

G.11. No discussion or action was needed on the 2021 Proposed Budget.

COVID-19 EXP.

G.12. No action was taken on the report of COVID-19 expenditures.

SEPT. 2020
FINANCIAL REPORT

G.13. Alderman Barber moved to receive and place on file September, 2020 Financial Report. Seconded by Alderman Mayer. All voted Aye; motion carried.

2021 HRA

G.14. Alderman Barber moved to approve the amended recommendation for the 2021 Health Reimbursement Arrangement (HRA) administration services, selecting United Health Care as the provider; authorize the Director of Administration to execute the appropriate, related contracts and update the Employee Handbook as needed. Seconded by Alderman Mayer. All voted Aye; motion carried.

SEVERANCE PAY
LANGUAGE IN THE
EMPLOYEE
HANDBOOK

G.15. Alderman Barber moved to approve an amendment to the severance pay language in the Employee Handbook due to the addition of the Wisconsin Retirement Pension System (WRS) for non-represented employees, to clarify employee eligibility for the severance pay benefit. All voted Aye; motion carried.

LICENSES AND PERMITS

H. Alderwoman Hanneman moved to approve the following:

Grant 2020-2021 Operators' licenses to: Amanda Holterman, S110 W14718 Union Church Dr., Muskego; Tyler Cherek, 7309 S. North Cape Rd., Franklin; Jennifer Craycraft, S71 W19928 Tomar Ln., Muskego; Christina Drabik, 8800 S. 77th St., Franklin; Stephanie Gemmel, 12572 W. Euclid Ave., New Berlin; Sara Tejada, 3839 E. Squire Ave., Cudahy; Lisa Weeks, 5926 S. Packard Ave. Lot 114, Cudahy; and

Hold the Operator's license application of Michael Levicar, 6143 W. Howard Ave, #21, Greenfield, for appearance.

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

VOUCHERS AND PAYROLL

I. Alderman Barber moved to approve the following:

City vouchers with an ending date of November 2, 2020 in the amount of \$1,438,241.93; Payroll dated October 23, 2020 in the amount of \$428,741.44 and payments of the various payroll deductions in the amount of \$446,097.15 plus City matching payments; Estimated payroll dated November 6, 2020 in the amount of \$422,000.00 and payments of the various payroll deductions in the amount of \$250,000.00, plus City matching payments; Property Tax disbursements with an ending date of November 2, 2020 in the amount of \$69,330.98; Approval to release payment to Oakwood Ryan Creek LLC in the amount of \$25,285.00; Approval to release payment to Super Excavators Inc in the amount of \$126,758.70; Approval to release payment to Loomis & Ryan Inc in the amount of \$4,731,123.64. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Mayer moved to adjourn the meeting at 10:45 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 1, 2020
MINUTES

- | | | |
|--|------|--|
| ROLL CALL | A. | The regular meeting of the Common Council was held on December 1, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm (via phone), Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:33 p.m. and closed at 6:42 p.m. |
| CASPER T. GREEN
PROCLAMATION | B.2. | Mayor Olson, along with former Mayor Tom Taylor and former Mayor Fred Klimetz, presented a Proclamation in Recognition of the Service of Casper T. Green. |
| RES. 2020-7690
CASPER T. GREEN
COMMUNITY ROOM | G.4. | Alderman Barber moved to adopt Resolution No. 2020-7690, A RESOLUTION NAMING THE CITY OF FRANKLIN CITY HALL COMMUNITY ROOM THE CASPER T. GREEN COMMUNITY ROOM. Seconded by Alderman Dandrea. Upon unanimous Aye vote; motion carried. |
| MINUTES
OCT. 6 AND
NOV. 17, 2020 | C.1. | Alderman Barber moved to approve the minutes of the revised regular Common Council Meeting of October 6, 2020 as presented at this meeting. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| | C.2. | Alderwoman Wilhelm moved to approve the amended minutes from the regular Common Council Meeting of November 17, 2020 as corrected at this meeting. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| APPOINTMENT
BD. OF ZONING
AND BLDG.
APPEALS | E. | Alderman Barber moved to approve the Mayoral Appointment of Ken Humont, 7119 W. Jordan Ct., Ald. Dist. 5, Board of Zoning and Building Appeals, for a 3 year unexpired term expiring April 30, 2022. Seconded by Alderwoman Hanneman. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Hanneman and Alderman Dandrea voted Aye; Alderwoman Wilhelm and Alderman Mayer voted No. Motion carried. |

APPOINTMENT
QUARRY
MONITORING

Alderman Hanneman moved to approve the Quarry Monitoring Committee Appointment of Dina Swanson, a Citizen Non-Voting Member for an unexpired 3 year term expiring May 31, 2023. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

MLG INVESTMENTS
CONCEPT REVIEW

G.1.

There was no presentation was made by MLG Investments regarding a Concept Review (PDD 39 at 3548 West South County Line Road).

BALLPARK
COMMONS

G.2.

An update for Ballpark Commons will be presented at a future meeting.

OUTDOOR SOUND
STUDY

G.3.

Mayor Olson vacated his seat at 7:07 p.m. and passed the gavel to Council President Dandrea, who then chaired the meeting and stated he will be voting as Acting Mayor.

Alderman Mayer moved to table this item and direct Planning and Engineering staff to consult with Milwaukee County regarding the Comprehensive Study that was approved by Milwaukee County for their 2021 budget, and to review the parameters of that study in comparison to our needs and to possibly work with the County in setting parameters so that one study might meet all of our needs, and to bring a report back to the Common Council at the end of February 2021 or sooner if necessary for a study timing. Seconded by Alderman Barber. All voted Aye; motion carried.

Mayor Olson returned to his seat at 7:15 p.m. and returned to chairing the meeting.

RES. 2020-7691
SPECIAL USE
8930 S. 116TH
ST.

G.5.

Alderman Nelson moved to adopt Resolution No. 2020-7691, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A 4,480 SQUARE FOOT DETACHED GARAGE USE UPON PROPERTY LOCATED AT 8930 SOUTH 116TH STREET (PAUL E. MARSHALL, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2020-7692
CONSTRUCTION
ENGINEERING
SERVICES

G.6.

Alderman Wilhelm moved to adopt Resolution No. 2020-7692, A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH LYNCH & ASSOCIATES-ENGINEERING CONSULTANTS, LLC FOR CONSTRUCTION OF 2020 MARQUETTE AVENUE ROAD IN THE AMOUNT OF \$123,410.50. Seconded by Alderman Barber. All voted Aye; motion carried.

- ORD. 2020-2454
2020 ANNUAL
BUDGET
INCREASES
- G.7. Alderwoman Wilhelm moved to adopt Ordinance No. 2020-2454, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE EQUIPMENT REPLACEMENT FUND TO PROVIDE \$9,500 OF ADDITIONAL APPROPRIATIONS FOR 13 SPARE SELF CONTAINED BREATHING APPARATUS BOTTLES FUNDED BY A GRANT. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- RES. 2020-7693
DPW HVAC SYSTEM
- G.8. Alderman Barber moved to adopt Resolution No. 2020-7693, A RESOLUTION TO AWARD 2020 REPLACEMENT OF DPW HVAC SYSTEM (7979 W. RYAN ROAD) TO MID CITY CORPORATION FOR \$20,960. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. NO. 2020-7694
JSA
ENVIRONMENTAL,
INC.
- G.9. Alderman Nelson moved to adopt Resolution No. 2020-7694, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2021, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- RES. 2020-7695
JAMES IMAGING
- G.10. Alderman Dandrea moved to adopt Resolution No. 2020-7695, A RESOLUTION TO ENTER A LEASE WITH JAMES IMAGING SYSTEMS, INC. FOR COPIERS IN THE ENGINEERING AND PLANNING DEPARTMENTS. Seconded by Alderman Barber. All voted Aye; motion carried.
- OCTOBER 2020
FINANCIAL REPORT
- G.11. Alderman Barber moved to receive and place on file the October, 2020 Monthly Financial Report. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- PUBLIC WORKS
PENSION
- G.12. Alderman Dandrea moved to authorize an extraordinary \$325,000 contribution to both Public Works Pension Plan and the OPEB Trust as a one-time use of excess General Fund balance generated in fiscal 2019 and direct the Director of Finance & Treasure to prepare a budget amendment to re-align already existing appropriations with the contribution by departments involved and authorizing the release of payments. Seconded by Alderman Barber. All voted Aye; motion carried.

- AUDIT AGREEMENT G.13. Alderman Barber motion to direct the Mayor, City Clerk and the Director of Finance & Treasurer to execute the Audit Agreement between Baker Tilly LLP and the City of Franklin for an audit of the 2020 annual financial statements and the TID 3 and TID 4 expenditures period audit engagements. Seconded by Alderwoman Hanneman. All vote Aye; motion carried.
- PAYMENT
PROCESSING G.14. Alderman Mayer motion to authorize staff to engage with Point & Pay for Court and Police payments and with Invoice Cloud for Utility processing and direct staff to locate a replacement for the US Bank on-line Property Tax bill pay process. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2020-7696
TRUSTEE
DESIGNATION G.15. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7696, A RESOLUTION CONFIRMING THE DESIGNATION OF TRUSTEES TO THE CITY OF FRANKLIN DEFINED CONTRIBUTION RETIREMENT PLAN. Seconded by Alderman Mayer. All voted Aye; motion carried.
- LICENSES AND
PERMITS H. Alderman Nelson moved to approve the following:
- Grant Class A Liquor & Beer Request for Change in Premise to Sam's East Inc., dba Sam's Club #8167, 6705 S. 27th St., Michelle L Peterson, Agent;
- Grant 2020-2021 Operator license to Samantha J Hemple, 11353 W. Mayers Dr.;
- Hold 2020-2021 Operator license application of Stephanie Hardy, 223 108th St., Franksville;
- Deny the 2020-2021 Operators' license applications of Awmorreunce S. Broadway, 2446 N. 4th St., Milwaukee, and; Pablo A. Zielinski, 2740 N. Humboldt Blvd., Milwaukee, for falsifying application and habitual criminality substantially related to the license activity; and
- Grant Change of Agent to Walgreens #05459, Melissa Maynard, 250 Morris St., Pewaukee.
- Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- VOUCHERS AND
PAYROLL I. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of December 1, 2020 in the amount of \$1,760,046.36; Payroll dated November 20, 2020 in the amount of

\$426,929.94 and payments of the various payroll deductions in the amount of \$439,006.68 plus City matching payments; Estimated payroll dated December 4, 2020 in the amount of \$412,000.00 and payments of the various payroll deductions in the amount of \$245,000.00, plus City matching payments; Property Tax disbursements with an ending date of December 10, 2020 in the amount of \$7,810.93. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

ORVILLE SEYMER
V.
CITY OF FRANKLIN

G.16.

Alderman Nelson moved to enter closed session at 7:30 p.m. pursuant to Wis. Stat. § 19.85 (1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 8:17 p.m.

ADJOURNMENT

J.

Alderman Nelson moved to adjourn the meeting at 8:17 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/15/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">UPDATE TO CITY OF FRANKLIN-FRANKLIN PUBLIC SCHOOL DISTRICT SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. I.</i></p>
<p>Franklin Public School District requested an updated Memorandum of Understanding (MOU) for the position of School Resource Officer (SRO). The school administration and board requested the following change:</p> <p>From: <i>“The Superintendent may request to the Chief of Police the removal of an SRO if the Superintendent believes the officer is not providing expected service”.</i></p> <p>New: <i>“The Superintendent may request to the Chief of Police the replacement of an SRO if the Superintendent believes the officer is not providing expected service”</i></p> <p>The police chief concurs with this change.</p> <p>The city attorney recommends adding the following language to the MOU:</p> <p><i>“This agreement may be extended for additional school years by the execution of another agreement therefore by the Franklin Chief of Police and the District Superintendent, provided that no terms hereof are changed except for the date(s), upon any such changes, approval shall be required by the City of Franklin and Franklin Public School District respective governing bodies Such extension(s) shall be made at least 30 days prior to the end of the respective school year ”</i></p> <p>The school administration and board approve the addition of this language. All other terms of the original agreement will remain the same.</p> <p>ACTION REQUESTED:</p> <p>Recommend the approval of above changes to the existing SRO MOU and direct the chief of police to sign same.</p>		

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FRANKLIN POLICE DEPARTMENT
AND
THE FRANKLIN PUBLIC SCHOOL DISTRICT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is made and entered into this _____ day of _____, 2021, by and between the FRANKLIN POLICE DEPARTMENT and the FRANKLIN PUBLIC SCHOOL DISTRICT.

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to set a common understanding of the policies and procedures that the Franklin Police Department and the Franklin Public School District will follow in providing police services to the Franklin Schools. This MOU is the result of a spirit of cooperation between the Franklin Police Department and the Franklin Public School District and evidences the Department's continuing effort to provide a more efficient delivery of law enforcement services to the schools, students and citizens of the City of Franklin and the Franklin Public School District. These guidelines are established to better serve and protect the common interest of the public school system and the community at large from crime and the threat of crime.

MISSION

The mission of the partnership between the Franklin Police Department and the Franklin Public School District is to facilitate information sharing and collaboration between the police and school leaders on problems, needs and solutions related to creating and maintaining a safe school environment, as well as identifying resources designed to assist their efforts.

GOALS:

- 1) Establish a cooperative working relationship in an effort to prevent juvenile delinquency and promote positive student development.
- 2) Maintain a safe and secure learning environment on school campus sites
- 3) Promote positive attitudes regarding the role of Police and laws in society and to inform students of their rights and responsibilities as lawful citizens

A. FRANKLIN POLICE RESPONSIBILITIES:

- 1 The Franklin Police Department agrees to provide a trained School Resource Officer (SRO) for the benefit of the Franklin Public School District system.
- 2 The Franklin Police Department will select the School Resource Officer and assign the officer to work specifically in the schools.
- 3 The School Resource Officer shall remain an employee of the Franklin Police Department and be subject to the command of the Franklin Police Department
- 4 The Franklin Police Department reserves the right to remove the School Resource Officer from the schools based upon the needs of the Department.

B. HOURS AND SPECIAL EVENTS:

1. The School Resource Officer shall be assigned to the schools per their school year His/her work schedule will be Monday through Friday, as assigned by mutual agreement between the Superintendent and the Chief of Police.
2. The SRO will be required to wear a police uniform. The SRO will be allowed to wear business casual clothes while in this position at times deemed appropriate by the Franklin Police Department or the Franklin Public School District

C. DUTIES OF THE SCHOOL RESOURCE OFFICER:

- 1 The SRO shall present a positive role model for students with whom he/she has contact
- 2 The SRO shall assist school principals and designees in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds
- 3 The SRO may present programs on various topics to students Subjects shall include a basic understanding of law, role of law enforcement, drug awareness, and the mission of law enforcement.
4. The SRO is encouraged to interact with students on an individual basis and in small groups within the school setting and school related activities
5. The SRO shall participate in relevant teacher in service on an as needed basis.
6. The SRO shall make himself/herself available for conferences involving teachers, parents and faculty upon the request of the school principal/designee
7. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when necessary.
8. The SRO shall take law enforcement action when necessary.
- 9 The SRO shall contact the school principal/designee to make him/her aware of an arrest or criminal activity, which has occurred on school property or at a school related event
- 10 The SRO shall notify the principal/designee before removing a student from school, except under exigent emergency circumstances
- 11 The SRO shall notify the school principal/designee if an arrest has been made that may compromise the safety or security of the school or the well-being of the students
- 12 The SRO shall conduct investigations of violations of law, which occur at the schools, and use the school resources if needed for follow-up investigation

- 13 The SRO will turn in a weekly summation report to the SRO supervisor and principal/designee at the end of each week.
- 14 The SRO shall not be used as a school disciplinarian. If the principal believes an incident is a violation of the law, the principal may contact the SRO to determine if law enforcement action is necessary
15. The SRO may be present when a principal/designee conducts an administrative search
- 16 The SRO cannot enforce school rules and policies.
- 17 The SRO shall follow the guidelines of the. Wisconsin Criminal Code, current case law, School Board policy, and Franklin Police Department Policy and Procedures, General Orders, and other Departmental training and written memorandums in regard to investigations, interviews and searches relating to juveniles.

D. SCHOOL DISTRICT OF FRANKLIN RESPONSIBILITIES:

- 1 The Franklin Public School District will provide office space for the use of the SRO
- 2 The Superintendent will determine the SRO's access to student records

E. JOINT RESPONSIBILITIES:

- 1 The School Resource Officer Program shall be under the control of the Franklin Chief of Police and the District Superintendent
- 2 The SRO shall be evaluated by appropriate police supervisors and school principals/designees, at minimum on a quarterly basis, but evaluation will be ongoing.
- 3 The Franklin Police Department and the Franklin Public School District shall jointly cooperate in risk assessment of all public schools. This assessment shall be reviewed annually
4. The Franklin Police Department and the Franklin Public School District shall jointly share relevant information to benefit one another in the review of accomplishments of their mission

F. DISMISSAL OF SRO:

1. In the event a principal/designee of a school to which the SRO is assigned, or the Superintendent, determines that a SRO is not effectively performing his/her duties and responsibilities, the principal shall contact the SRO supervisor. The SRO supervisor shall advise the Chief of Police and the Superintendent of the principal's request. If the Chief of Police so determines, the principal and the Chief of Police or their designees shall meet with the SRO to mediate or resolve any problems which may exist. The Superintendent may request to the Chief of Police the replacement of a SRO if the Superintendent believes the officer is not providing expected service
- 2 The Chief of Police may dismiss or reassign the SRO based upon the Franklin Police Department's Rules, Regulations and Orders

G. PAYMENT:

1. The Franklin Public School District shall compensate the City of Franklin for the services delivered hereunder in an amount equal to 70% of the annual cost to the City of a full-time police officer at top pay and including the cost of all employment benefits, computed for the calendar year in which the billing occurs, which billing amount shall be net after subtracting 1/260 of such total annual cost amount for each day the SRO may have had an "off-day" (absent from work) while school is in session during weekdays on such an "off-day", during the billing period term. The Franklin Police Department shall bill the Franklin Public School District for the SRO services delivered hereunder biannually, in December and June of each year, with each billing being one-half of the aforesaid 70% total annual cost.

H. TERMS

- 1 A School Resource Officer Program is hereby established in the Franklin Public School District, Wisconsin, for the school year 2020-2021 It shall be reviewed annually
- 2 This agreement may be extended for additional school years by the execution of another agreement therefore by the Franklin Chief of Police and the District Superintendent, provided that no terms hereof are changed except for the date(s), upon any such changes, approval shall be required by the City of Franklin and Franklin Public School District respective governing bodies Such extension(s) shall be made at least 30 days prior to the end of the respective school year.

This agreement constitutes a final written expression of all the terms of this agreement and is complete and is an exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives, effective the date first written above

Judy Mueller
Superintendent of Franklin Public School District

Dated. _____

Rick Oliva
Franklin Police Chief

Dated _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 15, 2020
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>G.2.</i>

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates on the Ballpark Commons project.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/15/20</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">The Hill Has Eyes Update From Health Department</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 3.</i></p>

At the request of Alderman Mayer, attached is a summary from the Director of Health and Human Services Day regarding The Hill Has Eyes 2020 Event, ROC Ventures.

COUNCIL ACTION

Information only

Franklin Health Department

Memorandum

To Common Council

Date December 10, 2020

RE Hills Have Eyes Report

From Courtney Day, RN, BSN - Director Health and Human Services

At the October 6, 2020 Common Council meeting, the special event license issued to Roc Ventures for the Hills Have Eyes haunted trail was approved with the condition that the Franklin Health Department conduct onsite inspections to ensure all COVID-19 safety measures outlined in their safety plan were followed

At least one member from the Franklin Health Department was present at various times each night of the event for the 2020 season. Below is a summary of the observations in the following categories. Safety Messaging; Face Coverings, Physical Distancing, Cleaning and Disinfecting for each weekend and if any recommendations were made to the management for changes. Feedback was provided either in real time while at the event or by email to Roc Venture staff throughout the duration of the event.

Weekend of October 9-10

Summary of inspection Friday – walked the property with the COVID-19 Safety Manager Dan Kuenzi including a walk through of attraction area 1 prior to the start of the event Discussed safety protocols with each areas staff as well as DJ and bartenders Saturday – observed Group A as they went through all four attractions to monitor spacing, mask use, and distancing measures

- Overall Safety Messaging

-
- Advance ticket purchase is strongly encouraged and displayed at the top of the event's website and within the COVID-19 Safety Plan
 - Roc Ventures staff have designated one staff member as the COVID-19 Safety Manager who will be onsite each night of the event for the duration of the event to ensure compliance with all safety measures
 - A bonus pool has been created for staff, each time a staff member is caught without their mask money is removed from the pool This incentive is meant to give staff buy-in to the mask requirement and is a way for all to hold each other accountable
 - Signs as well as recorded announcements are displayed and played throughout the night to remind patrons to physically distance and wear masks.
 - **Face Coverings**
 - All patrons are required to wear face masks at all times (unless eating, drinking, or smoking). These activities can only occur in one area of the event space.
 - Staff are wearing a cloth mask as well as a face shield or Halloween mask
 - Observations:
 - all staff including bar tenders, DJs, food truck, attraction attendants and actors were seen wearing masks.
 - Patrons were seen with face covering except when eating and drinking – security staff and ROC Venture staff were seen reminding individuals to put face coverings on if it did not appear they were actively eating and drinking.
 - As some patrons were exiting Haunts 1& 3 – they were running/being chased and many had their face covering fall down while this was happening Since the individual was screaming from being frightened and chased the mask below nose and mouth could pose a potential spread risk.
 - Recommendation eliminate the chase with the chain saw that has individuals running back into the crowd with their mask/face covering falling off
 - **Physical Distancing**
 - Tickets are timed to two-hour blocks and further broken down into sub-groups of 15-20 people.
 - Box office in communication with staging area to release groups down into the attraction Groups are called one at a time to Haunt 1.
 - Patrons wrist bands are checked to make sure they are at the right attraction. Staff remind of distancing Staff at beginning of attraction time groups entry to promote physical distancing within

- o Cycled PA address as well as reminders from DJ and security personnel for groups in staging area to remain 6 feet apart
 - o Observations
 - As some patrons were exiting Haunt 3 – they were running/being chased and running back into the crowd in the staging area. Since the individual was screaming from being frightened and chased the mask below nose and mouth could pose a potential spread risk.
 - Recommendation: eliminate the chase with the chain saw that has individuals running back into the crowd with their mask/face covering falling off
 - At Haunts 1 and 2 groups did not always appear to be spaced 6 feet apart while in queue lines
 - Recommendation: additional staff member in the queue line for attraction 1 and 2 to ensure patron groups stay physically distanced
- **Additional Cleaning and Disinfecting:**
 - o Additional handwash stations – all porta-johns have hand sanitizer inside of them; also two portable handwash stations placed outside bathroom area
 - o Signs around property and looped PA message remind patrons to wash hands often
 - o Observations.
 - All portable sinks have running water and paper towel on inspection
 - Hand sanitizer station at the beginning and exit of each attraction
 - Observed staff member spraying/disinfection porta-john doors and handwash stations

Weekend of October 16-17

Summary of inspection Friday – spent time inspecting all four queue lines, the box office lines, and the bar and food areas for mask use and physical distancing. Saturday- FHD staff followed groups through each haunted attraction to view mask use and distancing of patrons and staff while in the attractions

- **Overall Safety Messaging**
 - o Observations:
 - Patrons were reminded to keep physical distance between groups and keep masks on by Roc Ventures staff at the queue lines of Haunt 1, Haunt 3 and the stair

case up after Haunt 4

- Recommendation encourage staff at all five locations to continue to remind patrons to keep masks on and keep physical distance between groups

- **Face Coverings**

- Observations:

- Patrons in compliance with masks (only removing while eating and drinking)
 - Staff working outside the attractions in compliance with masks and face coverings.
 - Actors were visually inspected while in the attractions and were all either wearing a face covering while in the attractions.
 - Chase scenes at the end of Haunts 1 and 3 were reduced to prevent patrons from running back into the crowd screaming with masks falling down based on prior feedback from Health Department

- **Physical Distancing**

- Observations

- Box Office
 - By 8:30 line from box office back up the hill was quite long and people close together.
 - Recommendation have a staff member in this area to remind groups to keep spread out and to wear masks
 - Stairway to and from pit
 - Recommendation: When groups enter the stairway – remind them to keep distance between them.
 - Queue lines
 - Patrons were reminded to keep physical distance between groups and keep masks on by Roc Ventures staff at the queue lines of Haunt 1, Haunt 3 and the stair case up after Haunt 4
 - Recommendation encourage staff at all five locations to continue to remind patrons to keep masks on and keep physical distance between groups
 - Staging area
 - Chase scenes at the end of Haunts 1 and 3 were reduced to prevent patrons from running back into the crowd screaming with masks falling down
 - Barriers placed to prevent patrons from coming out of Haunt 1 and going back to the bar areas This keeps crowd down and keeps patrons

-
- moving throughout attraction.
 - As temperatures get colder, people will want to congregate closer to the fire barrels and fire pit.
 - Recommendation. increase number of fire pits (as Franklin Fire Department allows) or make sure staff in this area are reminding groups to stay spread out. Will be important in this area as masks may be off for eating and drinking and it's louder because of the music causing people to need to get closer to be heard or to shout
 - **Additional Cleaning and Disinfecting**
 - Observations:
 - All portable sinks have running water and paper towel on inspection
 - Recommendation with crowds filtering out past the Umbrella Bar, consider increasing cleaning/disinfecting of Umbrella Bar bathroom
 - Recommendation: check water supply at handwash stations throughout the evening to ensure adequate water supply for this cleaning option
 - Hand sanitizer station at the beginning and exit of each attraction
 - Recommendation. Have staff at beginning of each Haunt remind patrons of handwash located before entering Haunt and upon leaving Haunt.
 - Staircase to and from pit
 - Recommendation: Have a staff member wipe down railings in this stair case periodically throughout the event hours.

Weekend of October 23-24

Summary of inspection Friday – spent time in the fire pit area observing distancing and mask use as the temperatures have gotten colder Also spent time observing bar tenders, food trucker operators and their patrons Saturday- Followed a group through Haunts 1 & 2

- **Overall Safety Messaging**
 - Observations:
 - Patrons were reminded to keep physical distance between groups and keep masks on by Roc Ventures staff as well as continued reminders from the DJ and the PA system.
 - Observed HHE staff remind patrons to keep their groups

spread out in queue lines and throughout the attraction, informed patrons of hand sanitizer at the beginning and end of each attraction at Haunts 1 & 2 as requested from prior recommendations from Health Department.

○ **Face Coverings**

○ Observations:

- Patrons wore face coverings when not eating or drinking. Observed HHE staff and security remind a group that was not eating to keep face coverings on at all times and the group complied
- Observed all staff and actors wearing appropriate face coverings inside and outside the attraction.
- Actors and patrons seen wearing face coverings while in Haunts 1 & 2.

○ **Physical Distancing:**

○ Observations

- Box Office
 - Staff members observed reminding those in line at the box office as well as those waiting to enter to trail to keep groups spread out
- Stairway to and from pit
 - Observed staff member at top of stairs reminding groups to stay physically distanced while waiting and while on descent.
 - Observed staff member at bottom of stairs reminding groups to stay separate while waiting, but did not space out groups as they starting going back up the stairs.
 - Recommendation: have staff member at bottom of stair case also stagger groups ascending the stairs to keep physical distancing
- Queue lines
 - Observed HHE staff remind patrons to keep their groups spread out in queue lines as requested by Health department
- Staging area
 - Barriers placed to separate patrons moving to Haunts 1 and 4 working well to keep groups separated
 - Barriers placed at end of Haunt 1 prevents individuals from back tracking into food and beverage area to reduce crowd size in this area
 - The number of fire pits was not increased, however staff was refilling pits with wood more frequently to keep all fire pit areas available for

people needing to warm up

- Recommendation: Continue to monitor this area closely for crowding since masks may be off for eating and drinking and multiple groups may want to gather by the fires to stay warm.

- **Additional Cleaning and Disinfecting**

- Observations:

- All portable sinks have running water and paper towel on inspection
 - Witnessed staff member spraying down bathrooms and sinks with disinfecting spray
 - Hand sanitizer stations at the beginning and exit of each Haunts 1 & 2 had hand sanitizer available
 - Staircase to and from pit
 - Recommendation Have a staff member wipe down railings in this stair case periodically throughout the event hours

Weekend of October 30-31

Summary of inspection Friday – spent time in the fire pit area observing distancing and mask use as the temperatures have gotten colder Also spent time observing bar tenders, food trucker operators and their patrons Saturday- Followed a group through Haunts 3 & 4.

- **Overall Safety Messaging**

- Observations

- Patrons continued to be reminded to keep physical distance between groups and keep masks on by Roc Ventures staff as well as continued reminders from the DJ and the PA system
 - Observed HHE staff remind patrons to keep their groups spread out in queue lines and throughout the attraction, informed patrons of hand sanitizer at the beginning and end of each attraction at Haunts 3 & 4 as requested from prior recommendations from Health Department.

- **Face Coverings**

- Observations

- Patrons wore face coverings when not eating or drinking. Colder weather is most likely aiding in compliance with this request as well
 - Observed all staff and actors wearing appropriate face coverings inside and outside the attractions
 - Actors and patrons seen wearing face coverings while in Haunts 3 & 4

-
- **Physical Distancing:**
 - Observations
 - Box Office
 - Staff members observed in areas that would allow them to see and remind groups bunching either waiting for tickets or to enter trails to spread out
 - Stairway to and from pit
 - Observed staff member at top of stairs reminding groups to stay physically distanced while waiting and on descent.
 - Observed staff member at bottom of stairs reminding groups to stay separate while waiting and also spaced out groups as they started going back up the stairs.
 - Queue lines
 - Staff heard reminding patrons to keep their groups spread out in queue lines as well as through the PA address
 - Groups had timed entry to each haunt to help with spacing.
 - Staging area
 - Groups still a little closer together than ideal, but staff were observed reminding them to stay physically distanced from each other by fire pits. Lines at bar and food truck were spaced well.
 - **Additional Cleaning and Disinfecting**
 - Observations:
 - All portable sinks have running water and paper towel on inspection
 - Witnessed staff member spraying down bathrooms and sinks with disinfecting spray
 - Hand sanitizer stations at the beginning and exit of each Haunts 3 & 4 had hand sanitizer available

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/15/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY RE- APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT AT 8501 AND 8503 SOUTH DEERWOOD LANE (BUILDING 3) AND 8457 AND 8459 SOUTH DEERWOOD LANE (BUILDING 10) (FRANKLIN ESTATES LLC, APPLICANT) (SGB & ASSOCIATES, LLC, PROPERTY OWNER)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

On December 3, 2020, the Plan Commission carried a motion to recommend approval of a Resolution conditionally re-approving a condominium plat for the second addendum to the Deerwood Estates Condominium development at 8501 and 8503 South Deerwood Lane (building 3) and 8457 and 8459 South Deerwood Lane (building 10) with staff resolving the amendment numbering issue.

The applicant submitted a document titled "First Amendment to Condominium Declaration of Deerwood Estates Condominiums", this document is not signed nor recorded. As no recorded first addendum to Deerwood Estates Condominiums has been found, City Development staff recommends that the applicant, property owner, successors and assigns, must revise the numbering to first addendum, prior to recording the condominium plat addendum, see condition of approval #8.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a resolution conditionally re-approving a condominium plat for the Second Addendum to the Deerwood Estates Condominium development at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10) (Franklin Estates LLC, applicant) (SGB & Associates, LLC, property owner)

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY RE-APPROVING A CONDOMINIUM PLAT
FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM
DEVELOPMENT AT 8501 AND 8503 SOUTH DEERWOOD LANE (BUILDING 3)
AND 8457 AND 8459 SOUTH DEERWOOD LANE (BUILDING 10)
(FRANKLIN ESTATES LLC, APPLICANT)
(SGB & ASSOCIATES, LLC, PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for re-approval of a condominium plat for the expired Second Addendum to the Deerwood Estates Condominium development, such plat being Building No. 3 (Units 5 and 6) and Building No. 10 (Units 19 and 20) of Deerwood Estates Condominiums, being a redivision of Lots 3 and 4 of "Deerwood Preserve" Addition No. 1. Also being a redivision of Lot 1 and Outlots 1, 2, 3 and 5 of "Deerwood Preserve". Also being a redivision of Parcels 1 & 2 and Outlot 1 of Certified Survey Map No. 5228, all lands being part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SW 1/4 of Section 17 and a part of the NE 1/4 of the NW 1/4 of Section 20, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, of the property located at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10), bearing Tax Key Nos.; Building 3: 8501, 841-0143-000 and 8503, 841-0142-000 and Building 10: 8457, 841-0157-000 and 8459, 841-0156-000, Franklin Estates LLC, applicant (SGB & Associates, LLC, property owner); said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on July 18, 2017, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat for the Second Addendum to the Deerwood Estates Condominium development is appropriate for approval pursuant to law upon certain conditions, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development, as submitted by Franklin Estates LLC, applicant (SGB & Associates, LLC, property owner), as described above, be and the same is hereby re-approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by

A RESOLUTION CONDITIONALLY RE-APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT FOR FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES, LLC, PROPERTY OWNER)
RESOLUTION NO. 2020-_____

Page 2

Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development be rectified, all prior to the recording of the Condominium Plat.

2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Franklin Estates LLC, applicant (SGB & Associates, LLC, property owner), 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 Second Addendum to the Deerwood Estates Condominium development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Franklin Estates LLC, applicant (SGB & Associates, LLC, owner), and the Second Addendum to the Deerwood Estates Condominium development project for the properties located at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10): (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.
5. The Second Addendum to the Deerwood Estates Condominium development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. The applicant shall obtain all necessary signatures and approvals from the Condominium Association prior to recording of the Condominium Plat addendum.
7. The Condominium Plat addendum shall be recorded with the Milwaukee County

A RESOLUTION CONDITIONALLY RE-APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT FOR FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES, LLC, PROPERTY OWNER)
RESOLUTION NO. 2020-_____

Page 3

Register of Deeds prior to the issuance of a Building Permit.

8. As no recorded first addendum to Deerwood Estates Condominiums has been found, the applicant, property owner, successors and assigns, must revise the numbering to first addendum, prior to recording with Milwaukee County Register of Deeds.

BE IT FURTHER RESOLVED, that the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat for the Second Addendum to the Deerwood Estates Condominium development, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

 **CITY OF FRANKLIN** 
REPORT TO THE PLAN COMMISSION

Meeting of December 3, 2020

Condominium Plat Addendum

RECOMMENDATION: Department of City Development staff recommends re-approval of an addendum to Deerwood Estates Condominium Plat, subject to the conditions in the draft resolution

Project Name:	Second Addendum to Deerwood Estates Condominiums
Project Address:	Building No. 3: 8501 S. Deerwood Lane (Tax Key 841-0143-000) and 8503 S. Deerwood Lane (Tax Key 841-0142-000), Building No. 10: 8457 S. Deerwood Lane (Tax Key 841-0157-000) and 8459 S. Deerwood Lane (Tax Key 841-0156-000)
Applicant:	Steve Bobowski Franklin Estates. LLC
Property Owner:	SGB & Associates LLC
Current Zoning:	Planned Development District No. 26
2025 Comprehensive Plan	Residential – Multi-Family
Use of Surrounding Properties:	Residential multi-family to the north, south and east, and the Indian Community School to the west
Applicant Action Requested:	Re-approval of the Condominium Plat Addendum for Deerwood Estates Condominiums
Staff:	Principal Planner Régulo Martínez-Montilva

Introduction

Franklin Estates, LLC has submitted a Condominium Plat application seeking reapproval of the expired Second Addendum to the Deerwood Estates Condominium Development dated July 18, 2017. The applicant is not proposing changes to the approved condominium plat addendum.

Background

On June 8, 2017, the applicant submitted an application for a Condominium Plat (Second Addendum) and Planned Development District No. 26 Amendment for construction of Building No. 3 and Building No. 10 of the Deerwood Estates Condominium development. These are the final two buildings that have not yet been constructed for the Deerwood Estates Condominiums development. The condominium plat was recorded by Milwaukee County on July 8, 2003.

Changing the building/unit styles results in site plan and architectural changes, therefore a Minor PDD Amendment Application was required. The change in building types/footprints also required a Condominium Plat Application.

Both the Condominium Plat addendum and the Minor Planned Development District amendment were approved by the Common Council, Resolution 2017-7284 and Ordinance 2017-2284 are attached to this meeting packet for reference. The Condominium Plat addendum was not recorded within 180 days of the date of adoption of the resolution, therefore the previous approval expired on January 14, 2018.

Project Description/Analysis:

As the applicant is not proposing changes to the previously approved condominium plat addendum, staff recommends the conditions of approval set forth in Resolution 2017-7284. However, staff noted the following technical comments in memorandum dated November 11, 2020.

- 1 Pursuant to Wisconsin Statutes §703.11(2)(am), the plat map must have a blank space at least 3 inches by 3 inches in the upper right corner on the first sheet for recording use by the register of deeds.
2. According to our records, there is not a recorded first addendum to the Deerwood Estates Condominium. This addendum should be named first addendum instead of second addendum.

Per condition of approval #1, staff recommends that any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Condominium Plat addendum be rectified, all prior to the recording of the Condominium Plat.

It is noted that per Section 1 of Ordinance 2017-2284, a landscape plan for buildings 3 and 10 with the new building footprints is required prior to the issuance of a building permit. This landscape plan should be in compliance with the original landscape plan, specifically in quantity and species of plantings. It is recommended to keep plantings outside utility easements.

Staff recommendation

Department of City Development staff recommends re-approval of the Condominium Plat Addendum to Deerwood Estates Condominiums, subject to the conditions in the draft resolution.

RESOLUTION NO 2020-_____

A RESOLUTION CONDITIONALLY RE-APPROVING A CONDOMINIUM PLAT
FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM
DEVELOPMENT AT 8501 AND 8503 SOUTH DEERWOOD LANE (BUILDING 3)
AND 8457 AND 8459 SOUTH DEERWOOD LANE (BUILDING 10)
(FRANKLIN ESTATES LLC, APPLICANT
(SGB & ASSOCIATES #4, LLC, PROPERTY OWNER))

WHEREAS, the City of Franklin, Wisconsin, having received an application for re-approval of a condominium plat for the expired Second Addendum to the Deerwood Estates Condominium development, such plat being Building No. 3 (Units 5 and 6) and Building No. 10 (Units 19 and 20) of Deerwood Estates Condominiums, being a redivision of Lots 3 and 4 of "Deerwood Preserve" Addition No. 1. Also being a redivision of Lot 1 and Outlots 1, 2, 3 and 5 of "Deerwood Preserve" Also being a redivision of Parcels 1 & 2 and Outlot 1 of Certified Survey Map No 5228, all lands being part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SW 1/4 of Section 17 and a part of the NE 1/4 of the NW 1/4 of Section 20, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, of the property located at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10), bearing Tax Key Nos ; Building 3 8501, 841-0143-000 and 8503, 841-0142-000 and Building 10: 8457, 841-0157-000 and 8459, 841-0156-000, Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner), said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on July 18, 2017, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat for the Second Addendum to the Deerwood Estates Condominium development is appropriate for approval pursuant to law upon certain conditions, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development, as submitted by Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner), as described above, be and the same is hereby re-approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by

A RESOLUTION CONDITIONALLY RE-APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT FOR FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES #4, LLC, PROPERTY OWNER)

RESOLUTION NO 2020-_____

Page 2

Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development be rectified, all prior to the recording of the Condominium Plat.

2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner), 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 Second Addendum to the Deerwood Estates Condominium development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time
4. The approval granted hereunder is conditional upon Franklin Estates LLC, applicant (SGB & Associates #4, LLC, owner), and the Second Addendum to the Deerwood Estates Condominium development project for the properties located at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10): (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.
5. The Second Addendum to the Deerwood Estates Condominium development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. The applicant shall obtain all necessary signatures and approvals from the Condominium Association prior to recording of the Condominium Plat addendum
7. The Condominium Plat addendum shall be recorded with the Milwaukee County

A RESOLUTION CONDITIONALLY RE-APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT FOR FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES #4, LLC, PROPERTY OWNER)

RESOLUTION NO. 2020-_____

Page 3

Register of Deeds prior to the issuance of a Building Permit

BE IT FURTHER RESOLVED, that the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat for the Second Addendum to the Deerwood Estates Condominium development, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020

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

APPROVED:

Stephen R Olson, Mayor

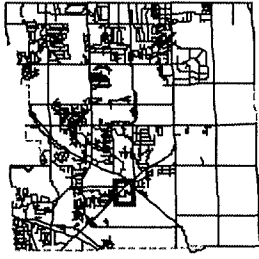
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Deerwood Estates

Overview Map



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

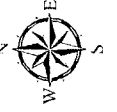
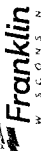
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	A-2
	B-1
	B-2
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	B-6
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	CC
	C-1
	FC
	R-1
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	R-3
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	RC-1
	VB
	VR

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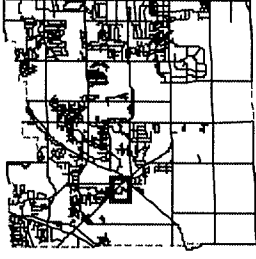
City of Franklin, WI

The maps and information provided by the City of Franklin's Property View are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys or other documents. The City of Franklin does not warrant the accuracy, completeness, or currency of the information provided by this site and does not assume any liability for any errors, omissions, or inaccuracies. The City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of the information transmitted by this site and provides such information without expressed or implied warranties, subject to the terms and conditions stated in the Disclaimer and as otherwise provided by law. While the City of Franklin makes every attempt to provide accurate complete and up-to-date information, it shall not be held responsible for any discrepancies contained herein. Each individual accesses and uses the information herein at their own risk. Use of the Property View never constitutes acceptance of all terms and conditions in this Disclaimer.



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Overview Map



Legend

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

Zoning Districts

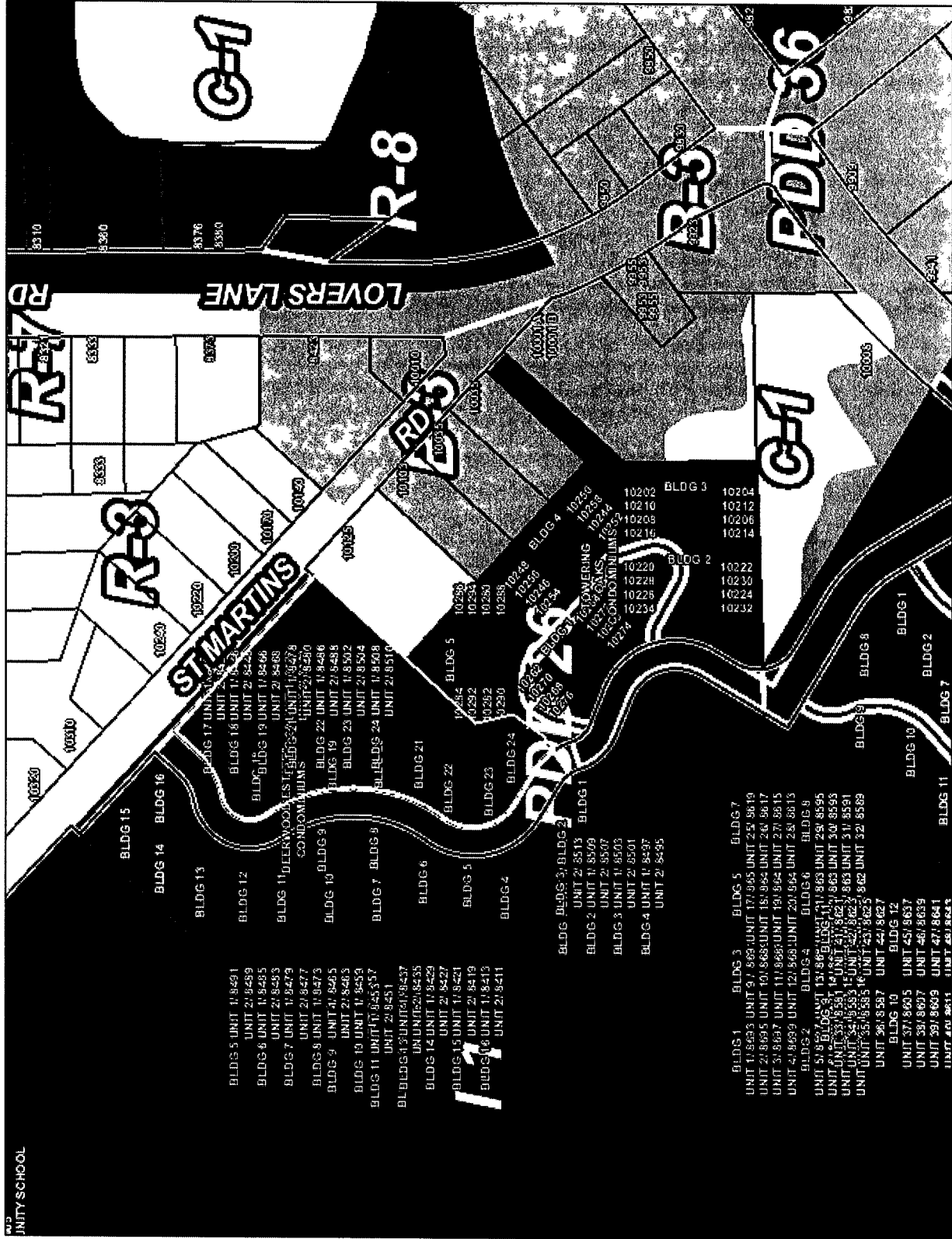
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- A-2
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- B-2
- B-3
- B-4
- B-5
- B-6
- B-7
- BP
- CC
- C-1
- FC
- R-2
- R-3
- R-3E
- R-4
- R-5
- R-6
- R-7
- R-8
- RC-1
- OL-1
- OL-2
- P-1
- PDD
- R-1
- R-1E

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Map Printed 10/10/2019

Deerwood Estates

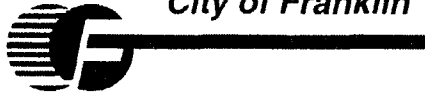


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(C) City of Franklin WI



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



Date of Application _____
 City Development

APPLICATION FOR CONDOMINIUM (FINAL) PLAT

Review and approval of condominium instruments by the City of Franklin is required per Section 15-2.0103B. of the City of Franklin Unified Development Ordinance, and prior to submittal to Milwaukee County for recording.

Condominium instruments shall mean the declaration, plats and plans of a condominium together with any attached exhibits or schedules, in conformity with Wis Stat. s.703 2.

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

Applicant Name <u>Steve Bobowski</u> Company <u>Franklin Estates LLC</u> Mailing Address <u>9012 S Cordgrass Circle West</u> City / State <u>Franklin, WI</u> Zip <u>53132</u> Phone <u>414-324-9935</u> Email Address <u>Steve Bobowski@dalecarnegie.com</u>	(Full Legal Name[s])	Applicant is Represented by (contact person) Name <u>Steve Bobowski</u> Company <u>Franklin Estates LLC</u> Mailing Address <u>9012 S Cordgrass Circle West</u> City / State <u>Franklin WI</u> Zip <u>53132</u> Phone <u>414-324-9935</u> Email Address <u>Steve Bobowski@dalecarnegie.com</u>	(Full Legal Name[s])
Project Property Information Property Address <u>Deerwood Estates Buildings 3 & 10</u> Property Owner(s) <u>SGB @ Associates 4</u> Mailing Address <u>9012 S Cordgrass Circle W</u> City / State <u>Franklin WI</u> Zip <u>53132</u> Email Address <u>Steve Bobowski@dalecarnegie.com</u>		Tax Key Nos _____ Existing Zoning <u>PDD</u> Existing Use <u>Condominium</u> Proposed Use <u>2 family condominium-same as current</u> Future Land Use Identification _____	

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

The Unified Development Ordinance (UDO) can be found at the City's web site www.franklinwi.gov

Final Condominium (Final) Plat Application submittals for review must include and be accompanied by the following.

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$1,000
- Legal Description for the subject property (WORD doc or compatible format)
- Eight (8) complete **collated and folded** sets of Application materials to include
 - One (1) original and seven (7) **copies** of a written Project Narrative, detailed description of the project
 - Eight (8) full size **copies** of the Condominium Plat/Plans, drawn to scale (14" x 22") per s 703 11 (2) (d) Wis Stats
- Two (2) copies of the Declarations and By-Laws (as applicable) per UDO Section 15-7 0603A. for administrative review and approval
- Email (or CD ROM) with all plans/submittal materials Plans must be submitted in Adobe PDF format.

- Upon receipt of a complete submittal, staff review will be conducted within 20 days
- Final Plat Review requests require Plan Commission review and recommendation within 40 days of the filing date
- Within 60 days of the date of filing, Common Council shall approve, conditionally approve or reject the Final Plat, unless the time is extended by agreement with the Subdivider

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 5943 13

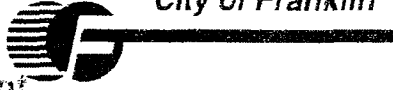
(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization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

Signature Steven G. Bobowski
 Name & Title (PRINT) Steven G. Bobowski CEO
 Date 3/29/20

Signature Applicant _____
 Name & Title (PRINT) _____
 Date _____

Signature Property Owner _____
 Name & Title (PRINT) _____
 Date _____

Signature Applicant's Representative _____
 Name & Title (PRINT) _____
 Date _____



Date of Application _____

APPLICATION FOR CONDOMINIUM (FINAL) PLAT

Review and approval of condominium instruments by the City of Franklin is required per Section 15-2 0103B of the City of Franklin Unified Development Ordinance, and prior to submittal to Milwaukee County for recording.

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

Applicant Name <u>Steve Bobowski</u> Company <u>Franklin Estates LLC</u> Mailing Address <u>9012 S Cordgrass Circle W</u> City / State <u>Franklin, WI</u> Zip <u>53132</u> Phone <u>414-324-9935</u> Email Address <u>steve.bobowski@carnegie.com</u>	(Full Legal Name(s))	Applicant is Represented by (contact person) Name <u>Gery Klamrowski</u> Company <u>Klam Construction</u> Mailing Address <u>S81 W19255 Janesville Road</u> City / State <u>Muskego W</u> Zip <u>53150</u> Phone <u>414 254-4423</u> Email Address <u>klam@gcmd.net</u>	(Full Legal Name(s))
Project Property Information. Property Address <u>Deerwood Estates buildings 3 & 10</u> Property Owner(s) <u>Franklin Estates, LLC</u> Mailing Address <u>9012 S Cordgrass Circle W</u> City / State <u>Franklin WI</u> Zip <u>53132</u> Email Address <u>steve bobowski@carnegie.com</u>		Tax Key Nos. _____ Existing Zoning <u>PDD</u> Existing Use <u>Condominium</u> Proposed Use <u>2 family condominium-same as current</u> Future Land Use Identification _____	

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

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(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)

Steve Bobowski (Franklin Estates LLC)
 Signature Property Owner
 Name & Title (PRINT) Steve Bobowski - Owner
 Date _____


Signature Applicant
 Name & Title (PRINT) _____
 Date _____

Signature Property Owner
 Name & Title (PRINT) _____
 Date _____

Signature Applicant's Representative
 Name & Title (PRINT) _____
 Date _____

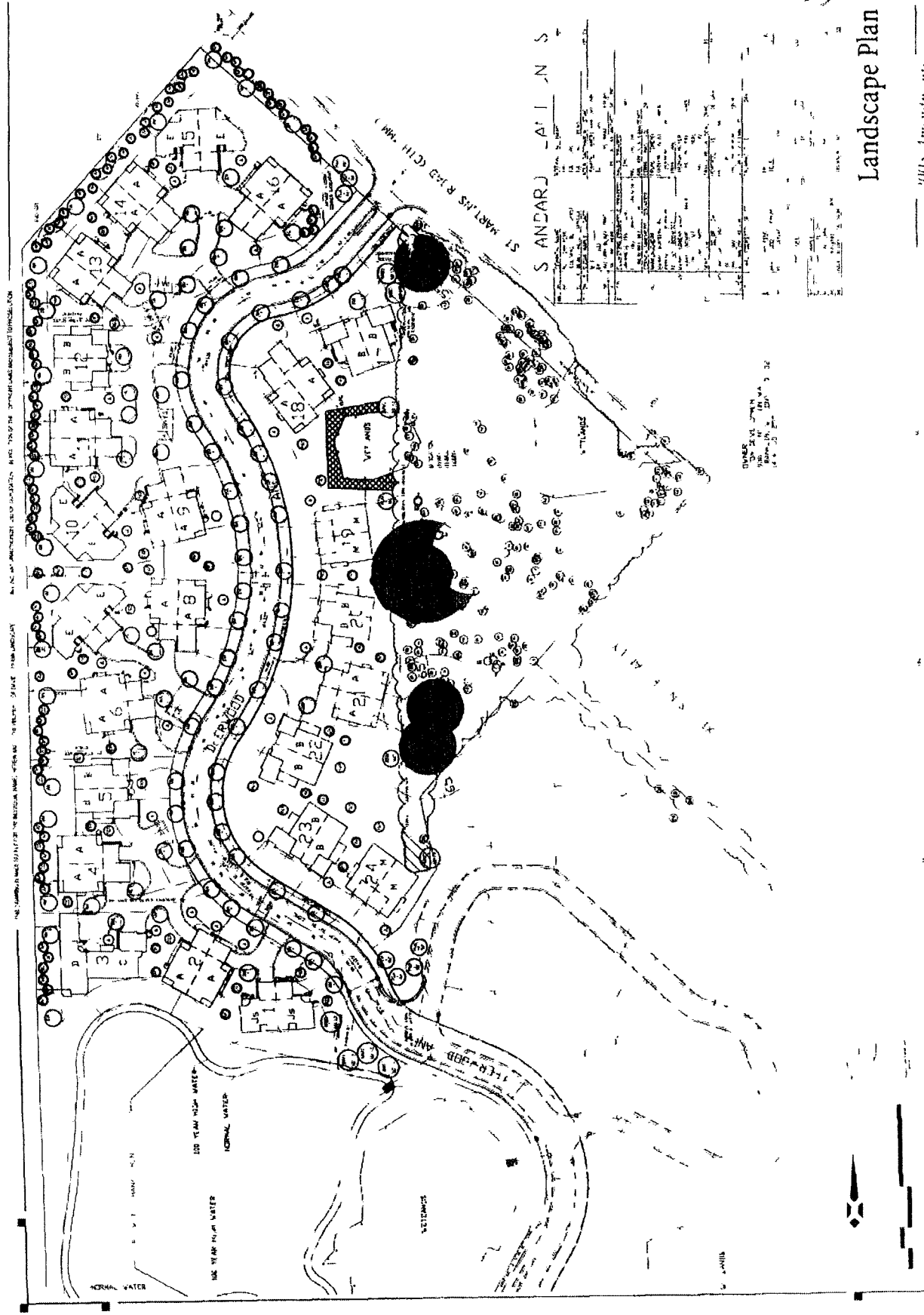
LEGAL DESCRIPTION

Building No 3 (Units 5 and 6) and Building No 10 (Units 19 and 20) of Deerwood Estates Condominiums, being a redivision of Lots 3 and 4 of "Deerwood Preserve Addition No 1 Also being a redivision of Lot 1 and Outlots 1, 2, 3 and 5 of "Deerwood Preserve" Also being a redivision of Parcels 1 & 2 and Outlot 1 of Certified Survey Map No 5228, all lands being part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SW 1/4 of Section 17 and a part of the NE 1/4 of the NW 1/4 of Section 20, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin


David J. Frank Design Group
 Landscape Development for
 Deerwood Estates
 Franklin, Wisconsin

David J. Frank Design Group
 1000 Lakeshore Drive
 Franklin, WI 53120
 Phone: 414.255.1111
 Fax: 414.255.1112
 Email: info@davidjfrank.com

Landscape by
 David J. Frank
 Date: 10/15/03



ST. MARTIN'S ROAD (CT) NW

S. ANDARJ - A I L I N S

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY LAYOUT	10/15/03	DJF
2	REVISED LAYOUT	10/15/03	DJF
3	FINAL LAYOUT	10/15/03	DJF

DRAWN BY: DJF
 CHECKED BY: DJF
 DATE: 10/15/03

Landscape Plan

2003 10/15/03

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2017-2284

AN ORDINANCE TO AMEND §15-3.0431 OF THE UNIFIED
DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT
DISTRICT NO. 26 (WOODLAKE CONDOMINIUMS & DEERWOOD
ESTATES - JEFFREY KLEMENT) TO ALLOW FOR CONSTRUCTION OF
REDESIGNED BUILDING NO. 3 AND BUILDING NO. 10 WITHIN THE DEERWOOD
ESTATES CONDOMINIUM DEVELOPMENT
(FRANKLIN ESTATES LLC, APPLICANT
(SGB & ASSOCIATES #4, LLC, PROPERTY OWNER))
(BUILDING NO. 3: 8501 SOUTH DEERWOOD LANE AND 8503 SOUTH
DEERWOOD LANE AND BUILDING NO. 10: 8457 SOUTH DEERWOOD
LANE AND 8459 SOUTH DEERWOOD LANE)

WHEREAS, §15-3.0431 of the Unified Development Ordinance provides for and regulates Planned Development District No. 26 (Woodlake Condominiums & Deerwood Estates – Jeffrey Klement), same having been created by Ordinance No. 1998-1504 and later amended by Ordinance Nos. 1999-1573, 2001-1679, 2003-1757, 2003-1766 and 2007-1931, with such District primarily being located at West St. Martins Road and South Deerwood Lane, and with this Amendment specifically pertaining to the sites of Building No. 3: 8501 South Deerwood Lane and 8503 South Deerwood Lane and Building No. 10: 8457 South Deerwood Lane and 8459 South Deerwood Lane, in the Deerwood Estates Condominium Development; and

WHEREAS, the property which is the subject of the application for construction of Building No. 3 and Building No. 10 in the Deerwood Estates Condominium development, within Planned Development District No. 26 (Woodlake Condominiums & Deerwood Estates – Jeffrey Klement) is more particularly described as follows:

Building No. 3 (Units 5 and 6) and Building No. 10 (Units 19 and 20) of Deerwood Estates Condominiums, being a redivision of Lots 3 and 4 of “Deerwood Preserve Addition No. 1. Also being a redivision of Lot 1 and Outlots 1, 2, 3 and 5 of “Deerwood Preserve”. Also being a redivision of Parcels 1 & 2 and Outlot 1 of Certified Survey Map No. 5228, all lands being part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SW 1/4 of Section 17 and a part of the NE 1/4 of the NW 1/4 of Section 20, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; Tax Key Nos.: Building No. 3: 8501 South Deerwood Lane; 841-0143-000 and 8503 South Deerwood Lane; 841-0142-000 and Building No. 10: 8457 South Deerwood Lane; 841-0157-000 and 8459 South Deerwood Lane; 841-0156-000; and

WHEREAS, Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner), having petitioned for a further amendment to Planned Development District No. 26 (Woodlake Condominiums & Deerwood Estates – Jeffrey Klement), to allow for construction of Building No. 3 and Building No. 10 in the Deerwood Estates Condominium development, with proposed change in building types and floor plans for these two units, Building No. 3 will be a Walkout type unit and Building No. 10 will be a Lookout unit, resulting in site plan and architectural changes, upon property located at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10) on the Condominium Plat submitted by Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner) for Common Council Approval concurrent herewith; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 6th day of July, 2017, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 26 (Woodlake Condominiums & Deerwood Estates – Jeffrey Klement) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 26 (Woodlake Condominiums & Deerwood Estates – Jeffrey Klement) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0431 Planned Development District No. 26 (Woodlake Condominiums & Deerwood Estates – Jeffrey Klement), of the Unified Development Ordinance of the City of Franklin, Wisconsin, specifically, Ordinance No. 1998-1504, as previously amended, is hereby amended to allow for construction of Building No. 3 and Building No. 10 in the Deerwood Estates Condominium development, with proposed change in building types and floor plans for these two units, with Building No. 3 being a Walkout type unit and Building No. 10 being a Lookout unit, resulting in site plan and architectural changes, which shall be constructed in substantial compliance with those plans City file-stamped June 27, 2017, upon property located at: Building No. 3: 8501 South Deerwood Lane and 8503 South Deerwood Lane; Building No. 10: 8457 South Deerwood Lane and 8459 South Deerwood Lane, as described upon the Condominium Plat submitted by Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner) and which Plat is approved by the Common Council upon even-date herewith, subject to the following conditions:

1. The applicant shall prepare a landscaping plan that is in substantial compliance with the currently approved landscaping plan, for review and approval by the Department of City Development prior to issuance of a Building Permit, which landscaping shall be installed prior to issuance of an Occupancy Permit, for each respective building.
2. The applicant shall prepare Utility, Grading, and Erosion Control Plans that are in substantial compliance with the currently approved Grading and Erosion Control Plans, for review and approval by the Engineering Department prior to issuance of a Building Permit.

SECTION 2: Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner), successors and assigns, shall pay to the City of Franklin all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Building No. 3 and Building No. 10 construction project. 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.

SECTION 3: The approval granted hereunder is conditional upon Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner) and the Building No. 3 and Building No. 10 construction project for the properties located at: Building No. 3: 8501 South Deerwood Lane and 8503 South Deerwood Lane and Building No. 10: 8457 South Deerwood Lane and 8459 South Deerwood Lane, in the Deerwood Estates Condominium Development: (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.

SECTION 4: All other applicable terms and provisions of §15-3.0431, shall apply to the subject Deerwood Estates Building No. 3 and Building No. 10 construction projects in Deerwood Estates Condominium Development within Planned Development District No. 26 (Woodlake Condominiums & Deerwood Estates – Jeffrey Klement), and all terms and provisions of §15-3.0431 as existing immediately prior to the adoption of this Ordinance, except as amended hereunder, shall remain in full force and effect.

- SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.
- SECTION 7: This Ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 18th day of July, 2017, by Alderman Nelson.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of July, 2017.

APPROVED:



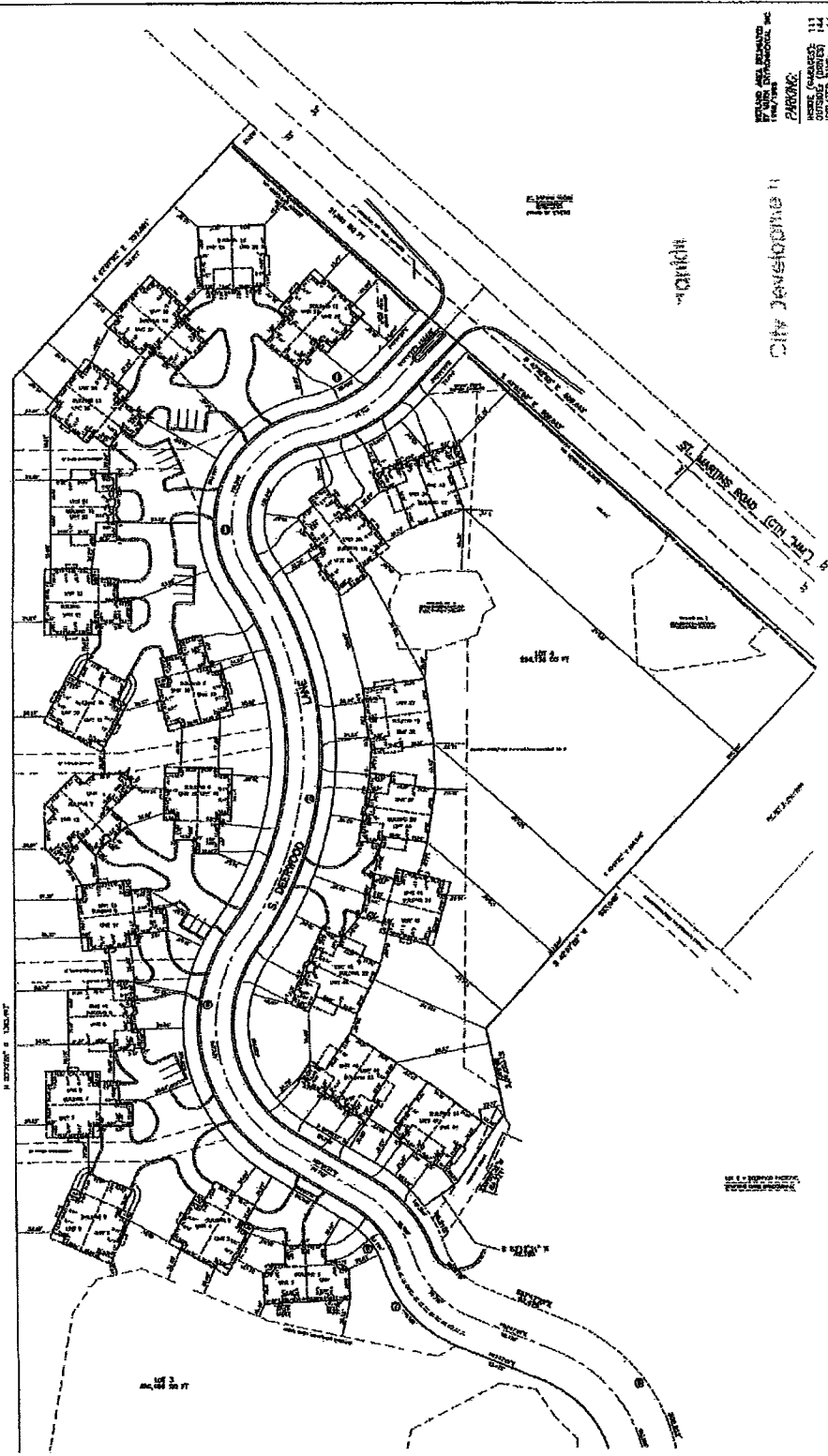
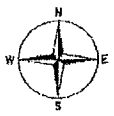
Mark Dandrea, Council President,
Presiding Officer

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Taylor)



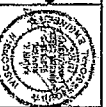
PIONEER AND SURVEYING, LLC
 3802 CITY ST. # 3008
 JAMESVILLE, KY 40009
 TEL: (502) 857-0950 FAX: (502) 857-0951
 WWW.PIONEERENGINEERING.COM

MUNICIPAL PROJ. NO.	PIONEER PROJ. NO.
07-04	07-04
MUNICIPAL SHEET NO.	PIONEER SHEET NO.
	114
MUNICIPAL FILE NO.	PIONEER FILE NO.
	01-04

**DETAILED SITE PLAN FOR
 DEERWOOD ESTATES**



**PIONEER ENGINEERING
 AND SURVEYING, LLC**
 A PROFESSIONAL CORPORATION
 3802 CITY ST. # 3008
 JAMESVILLE, KY 40009
 TEL: (502) 857-0950 FAX: (502) 857-0951
 WWW.PIONEERENGINEERING.COM



SCALE: 1" = 50' HORIZ.
 DATE: DECEMBER 3, 2016

DESIGNED BY: K. K. KLUMBECK
 DRAWN BY: K. K. KLUMBECK
 CHECKED BY: K. K. KLUMBECK

NO.	REVISIONS	DATE	DESIGNED BY

BY	DATE	DESIGNED BY

THE CUSTOM HOUSE LLC
ARCHITECTURE UNLIMITED

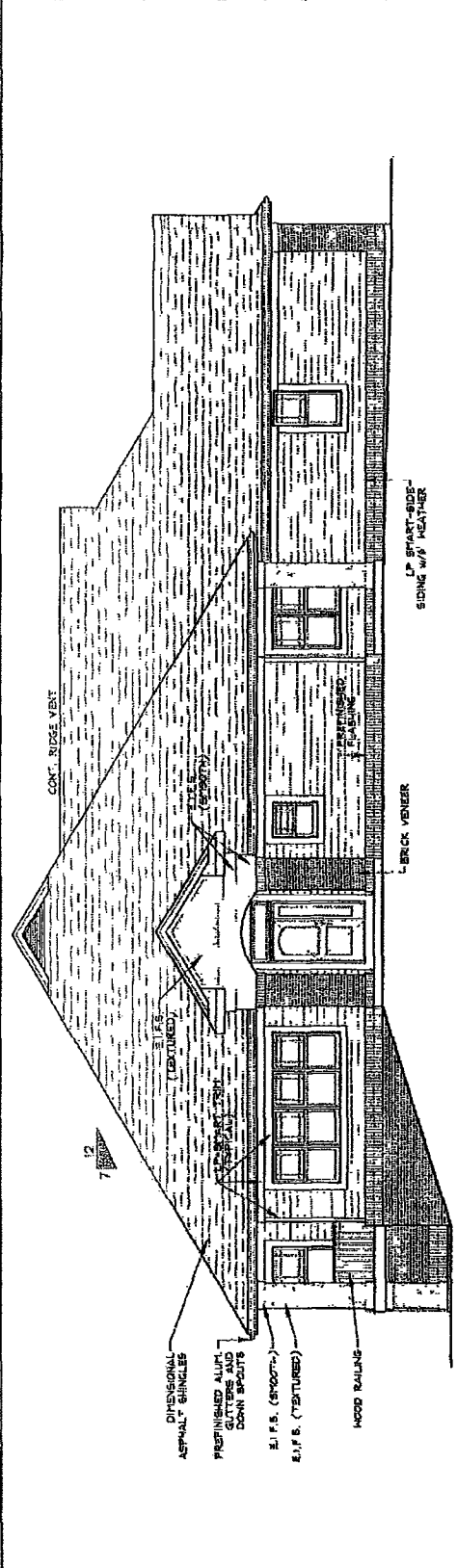
RESIDENTIAL-COMMERCIAL
1506 S. 98th ST. WEST
WEST ALLIS, WI 53249
PHONE 414 611-4525

Derwood Estates
Building 10
St. Martins Lane & Deerwood Drive
Franklin, WI

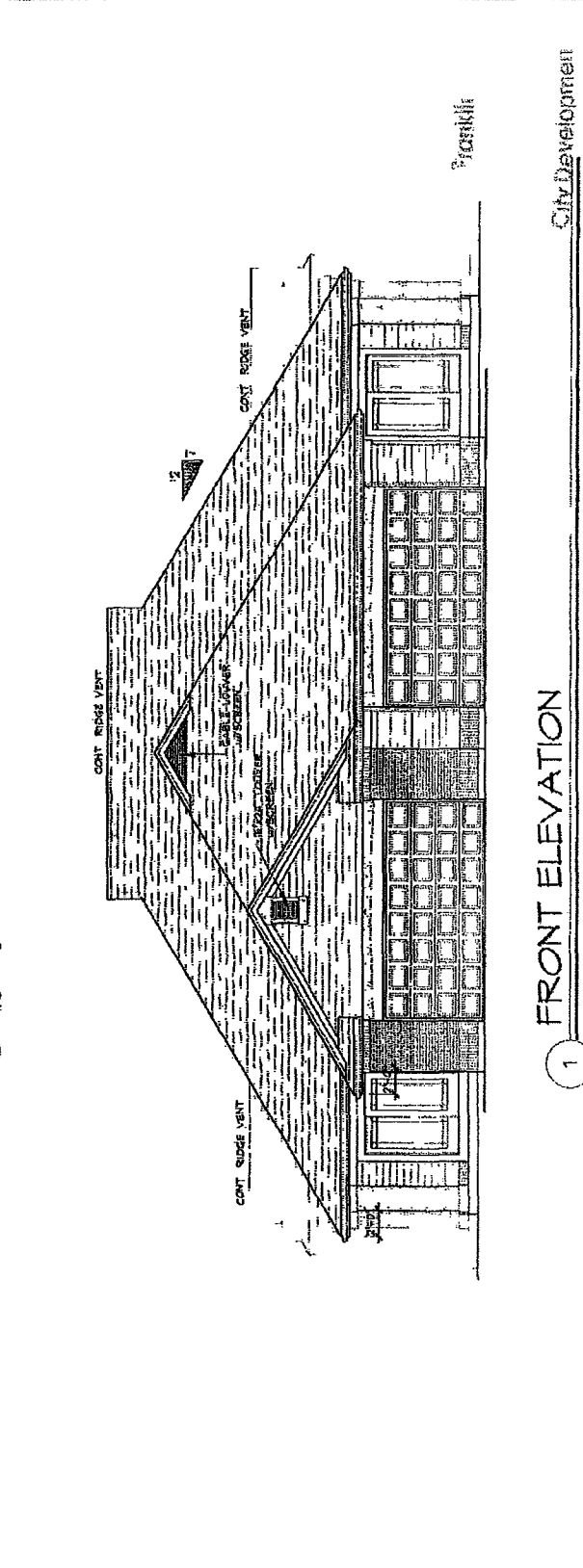
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DATE: 04.14.2011
DRAWN BY: JG
CHECKED BY: JG
DATE: 04.14.2011
JOB NUMBER: 1004
SHEET NUMBER: 001

A 1



2 LEFT SIDE ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

City Development

THE CUSTOM HOUSE LLC
 ARCHITECTURE UNLIMITED

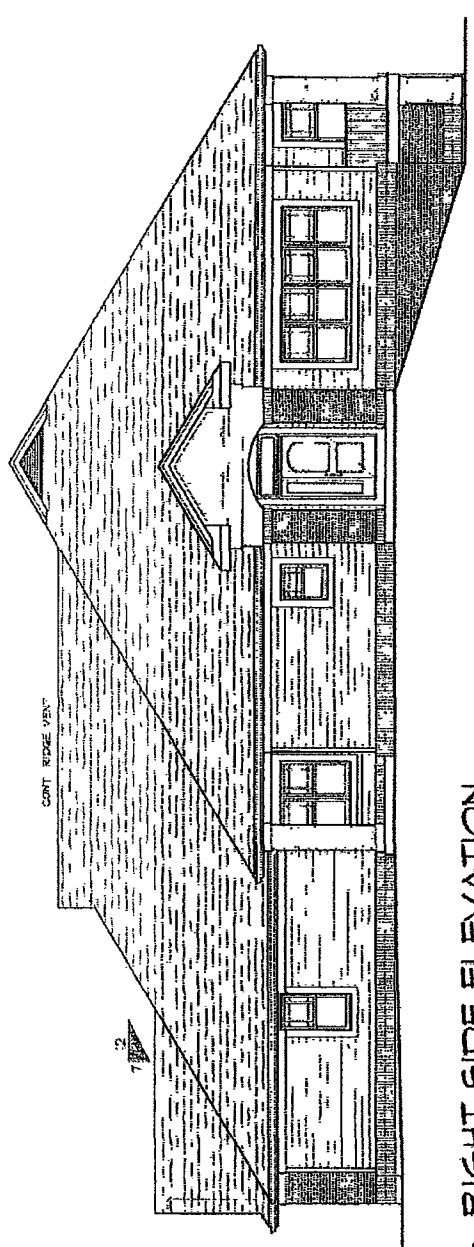
RESIDENTIAL - COMMERCIAL
 1508 S. 340 STREET
 WEST ALLIS, WI 53214
 PHONE 414-611-0152

**Deerwood Estates
 Building 10**
 St. Martinus Lane & Deerwood Drive
 Franklin, WI

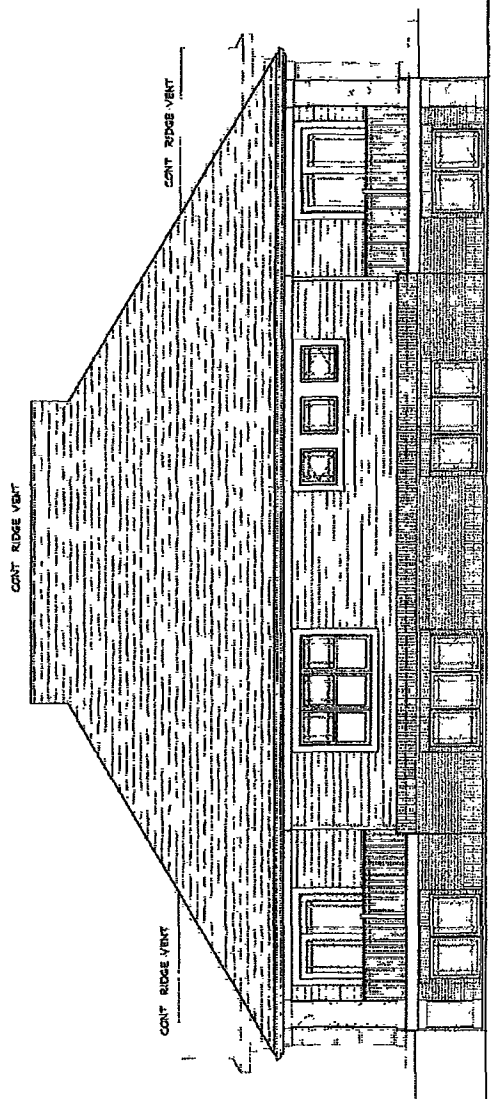
A. Right Elevation
 COPYRIGHT © 2011
 THE ARCHITECTURE UNLIMITED
 ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECTURE UNLIMITED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURE UNLIMITED.

Sheep Contract
 ELEVATION
 DRAWN BY: DSC
 CHECKED BY: ZJS
 DATE: 02/26/11
 SCALE: 1/8" = 1'-0"

Job Number: 11754
 City: Franklin
 Street Number: A 2

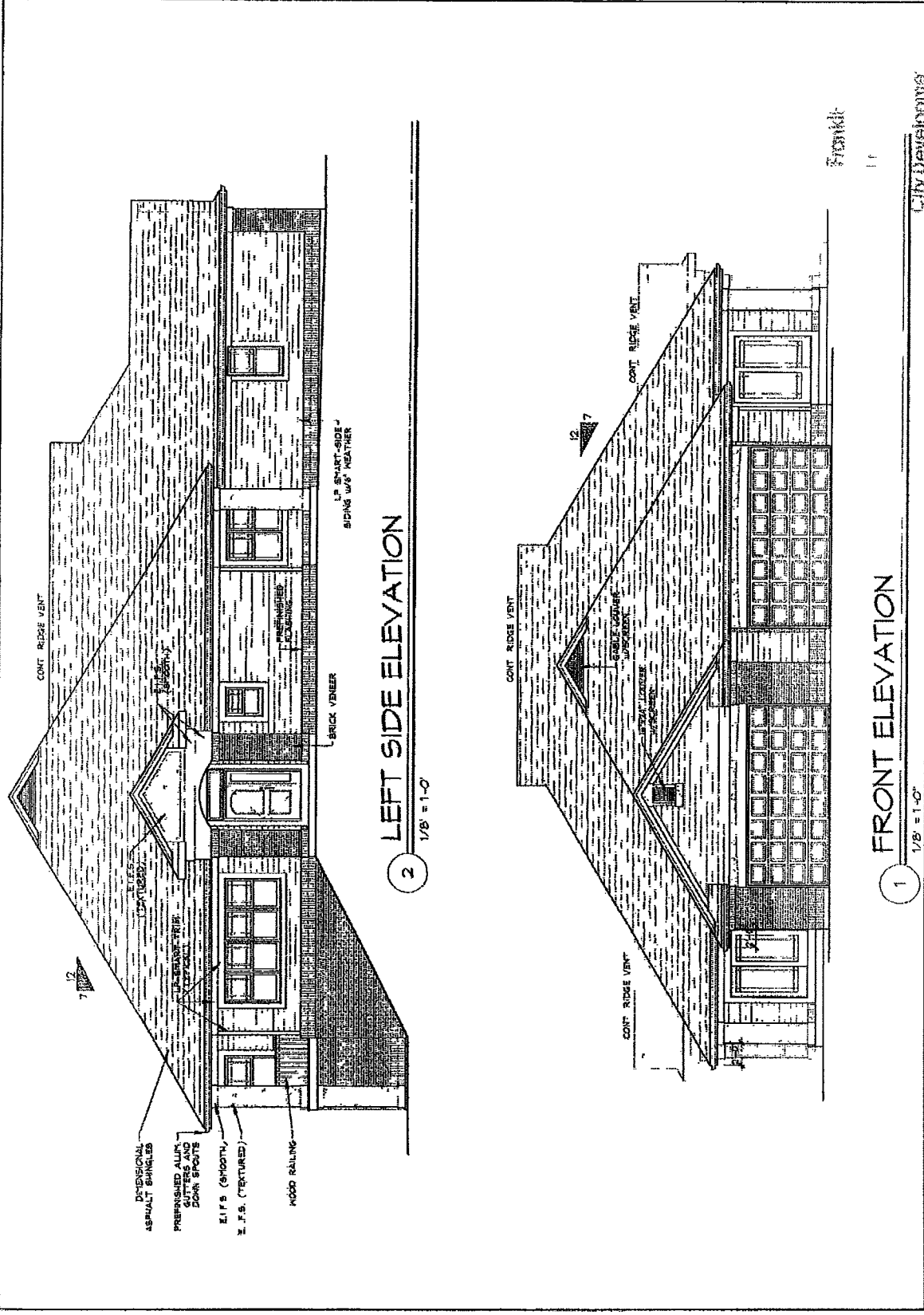


2
 RIGHT SIDE ELEVATION
 1/8" = 1'-0"



1
 REAR ELEVATION
 1/8" = 1'-0"

Franklin
 City Development



THE CUSTOM HOUSE LLC
 ARCHITECTURE UNLIMITED
 RESIDENTIAL/COMMERCIAL
 106 S. 98th STREET
 WEST ALIS, WISCONSIN
 PHONE 414-231-8888

Derwood Estates
 Building 3
 St Martins Lane & Derwood Drive
 Franklin, WI

OPINION OF ARCHITECTS
 All rights reserved
 The Architect will be held responsible for the design and construction of the project. The Architect will not be held responsible for any errors or omissions in the contract documents or for any damage to the project or for any delay in the project.

Copyright © 1
 Derwood Estates LLC

Drawn By: JG
Checked By: DG
Date: 10/10/17
Job Number: 17-010
Sheet Number: A1

CityDevison's

THE CUSTOM HOUSE LLC
 ARCHITECTURE UNLIMITED

RESIDENTIAL COMMERCIAL
 1306 S. 5th STREET
 WEST ALLIS, WI 53233
 PHONE (414) 6-4833

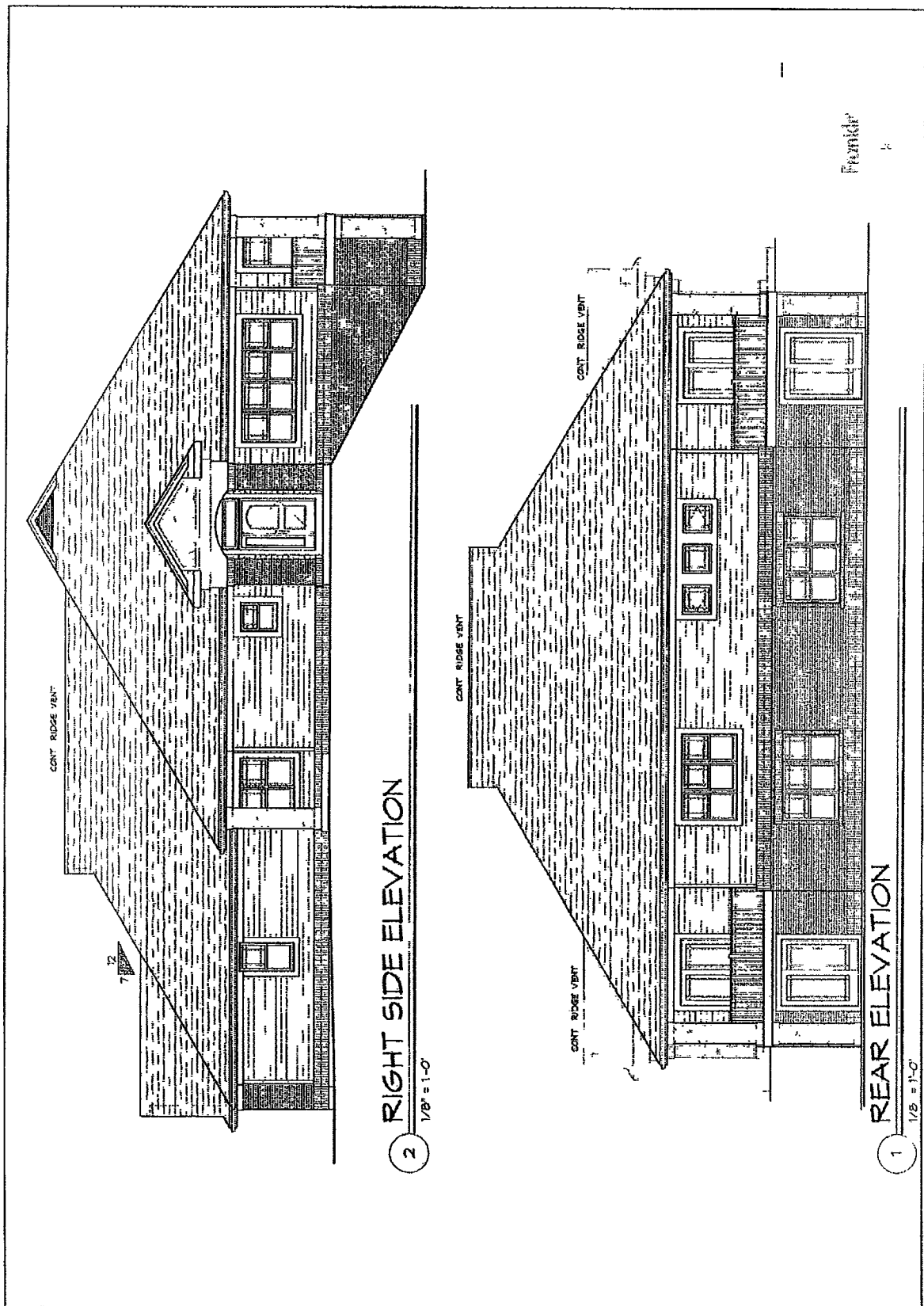
Deerwood Estates
 Building 3 + 10
 St. Martins Lane & Deerwood Drive
 Franklin, WI

All Rights Reserved
 No changes and/or additions should be made to this drawing without the written consent of the architect. The user of this drawing is responsible for its accuracy and for obtaining all necessary permits and approvals. The user of this drawing is also responsible for obtaining all necessary permits and approvals. The user of this drawing is also responsible for obtaining all necessary permits and approvals.

PROJECT LOCATION
 SHEET SCALE
 DRAWN BY
 CHECKED BY
 DATE

DATE
 DRAWN BY
 CHECKED BY
 DATE

A 2



2 RIGHT SIDE ELEVATION
 1/8" = 1'-0"

1 REAR ELEVATION
 1/8" = 1'-0"

CITY OF FRANKLIN

**THE
CUSTOM
HOUSE LLC**
ARCHITECTURE UNLIMITED

RESIDENTIAL - COMMERCIAL
506 S 9th STREET
WEST ALLIS, WI 53214
PHONE (414) 617-0522

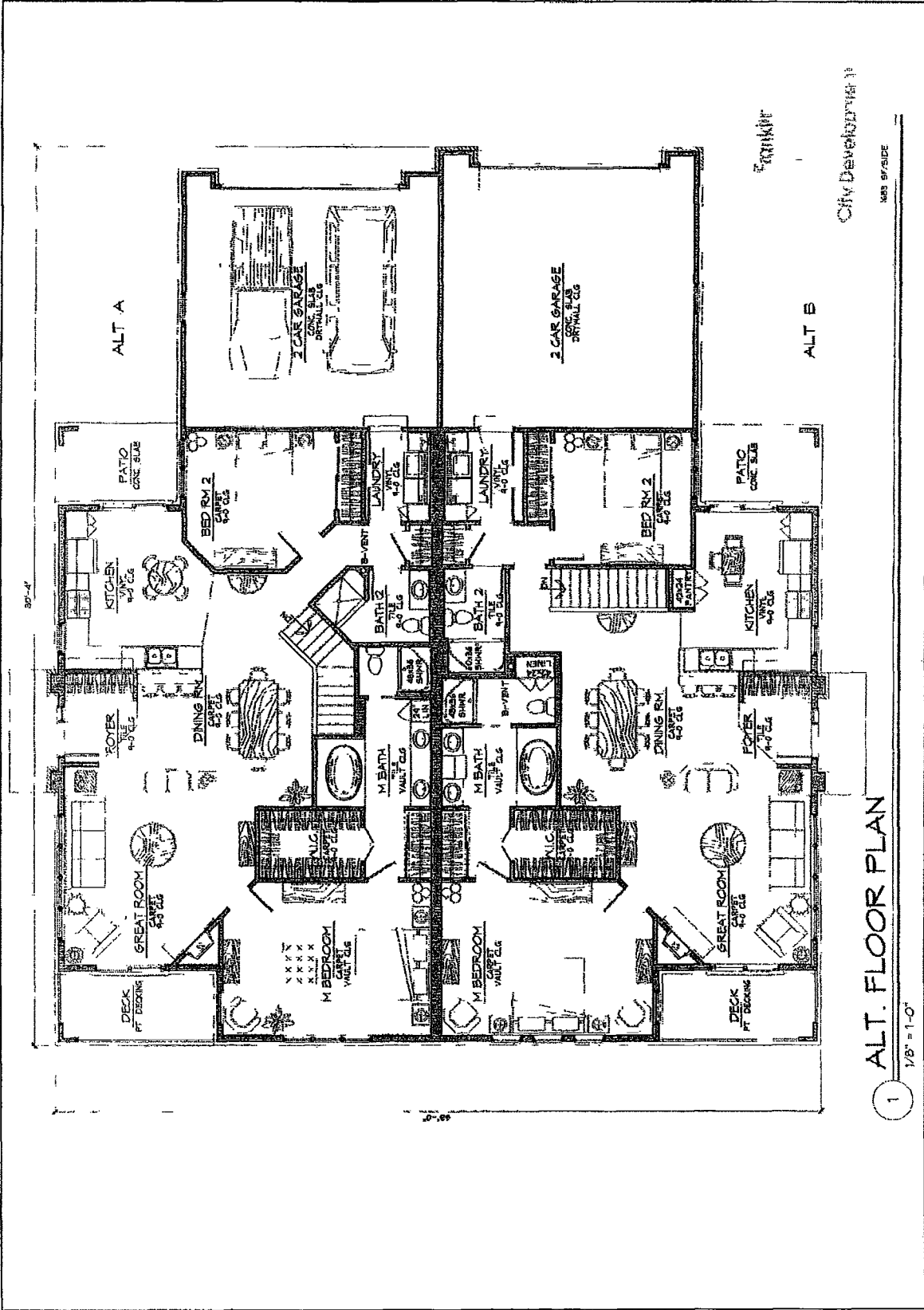
**Deerwood Estates
Building 3**
St Martins Lane & Deerwood Drive
Franklin, WI

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SPONSORSHIP OF: DPK, MERVIR
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plans are the property of Custom House LLC
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or by any information storage and retrieval
system, without the prior written permission
of Custom House LLC.

CONTRACT # 2011-017
Sheet Contents
PLAN

Drawn By: DPK
Checked By: DPK
Date: 12/26/11
2011
Sheet Number: 2/11

A 3a



1 ALT. FLOOR PLAN
1/8" = 1'-0"

City Development

NBS 9/5/12

**SECOND ADDENDUM TO
DEERWOOD ESTATES CONDOMINIUMS**

CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

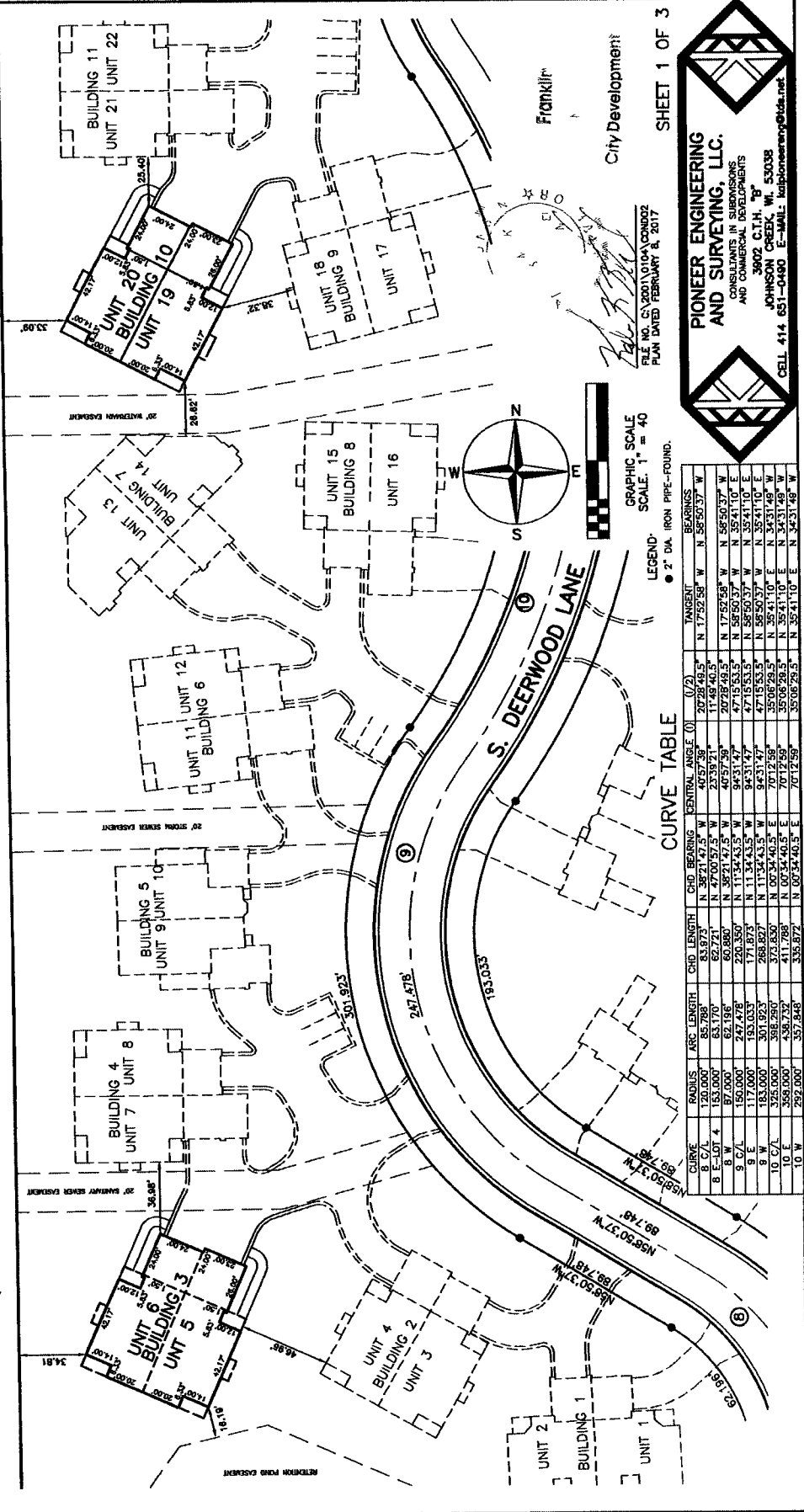
N 00°22'58" W 1363.497'

OWNER: FRANKLIN ESTATES, LLC. 9012 S. CORDON ROSS CIRCLE S. FRANKLIN, WISCONSIN 53132 (414) 324-9935
This instrument prepared by KALVIN K. KUMBEK, P.E., S.L.S., of PIONEER ENGINEERING AND SURVEYING, LLC.
3826 C.T.H. # Johnson, Creek, WI 53038 (414) 631-0490 E-MAIL: kkpioneereng@tda.net

REFERENCE BEARINGS: THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWN 5 NORTH, RANGE 21 EAST
WAS USED AS A REFERENCE LINE AND HAS AN ASSUMED BEARING OF SOUTH 88°12'07" WEST
(WISCONSIN STATE PLANE COORDINATE SYSTEM GRID-SOUTH ZONE, NAD-83)

UNPLATTED LANDS
OWNED BY OTHERS

UNPLATTED LANDS
OWNED BY OTHERS



GRAPHIC SCALE
SCALE: 1" = 40'

LEGEND:
● 2" DIA. IRON PIPE-FOUND.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHD LENGTH	CHD BEARING	CENTRAL ANGLE (D)	TANGENT	BEARINGS
B C/L	120.000'	85.789'	207.2843'	N 27°04'57.5" W	111.487403°	N 17°52'58" W	N 58°50'37" W
B W	87.000'	62.116'	60.840'	N 38°11'47.5" W	40°57'39"	N 17°52'58" W	N 58°50'37" W
9 C/L	150.000'	247.478'	220.350'	N 11°34'43.5" W	94°31'47"	N 58°50'37" W	N 35°41'10" E
9 E	117.000'	183.033'	171.873'	N 11°34'43.5" W	94°31'47"	N 58°50'37" W	N 35°41'10" E
10 C/L	325.000'	368.250'	371.850'	N 00°34'40.5" E	70°12'58"	N 35°41'10" E	N 34°31'48" W
10 E	258.000'	438.750'	411.788'	N 00°34'40.5" E	70°12'58"	N 35°41'10" E	N 34°31'48" W
10 W	282.000'	357.846'	359.872'	N 00°34'40.5" E	70°12'58"	N 35°41'10" E	N 34°31'48" W

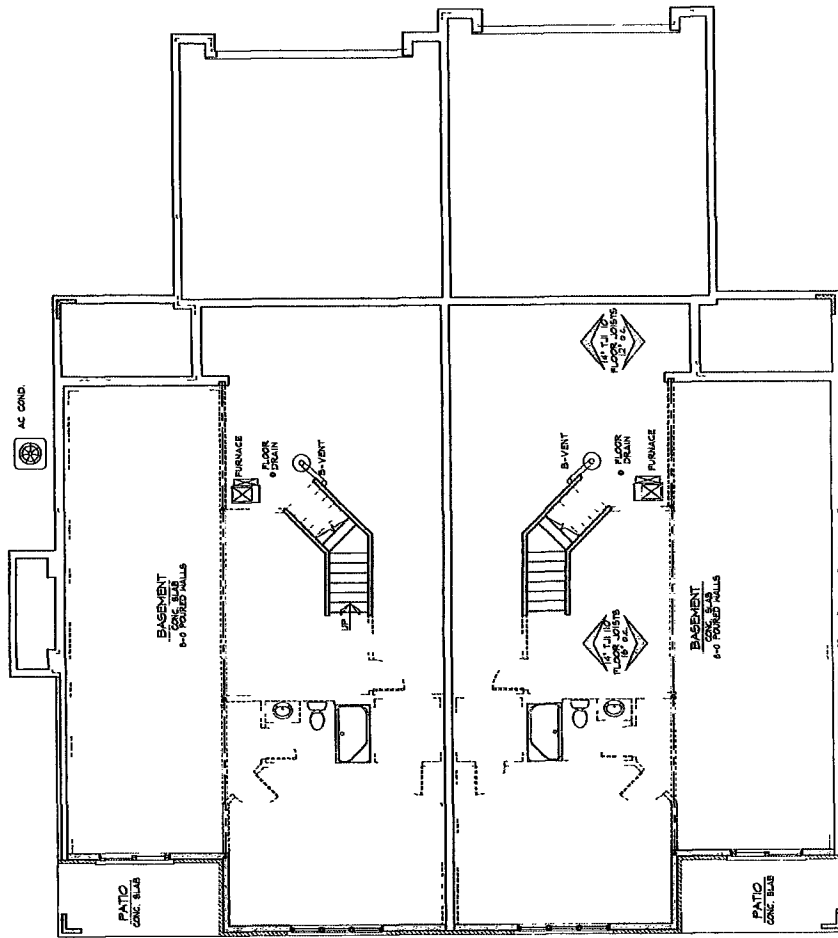
FILE NO. C-2001A1010A CONDO2
PLAN DATED FEBRUARY 8, 2017

City Development
Franklin

SHEET 1 OF 3

**PIONEER ENGINEERING
AND SURVEYING, LLC.**
CONSULTANTS IN SUBDIVISIONS
AND CONDOMINIUMS
JOHN JOHNSON, C.T.H. # 53038
CELL 414.631.0490 E-MAIL: kkpioneereng@tda.net

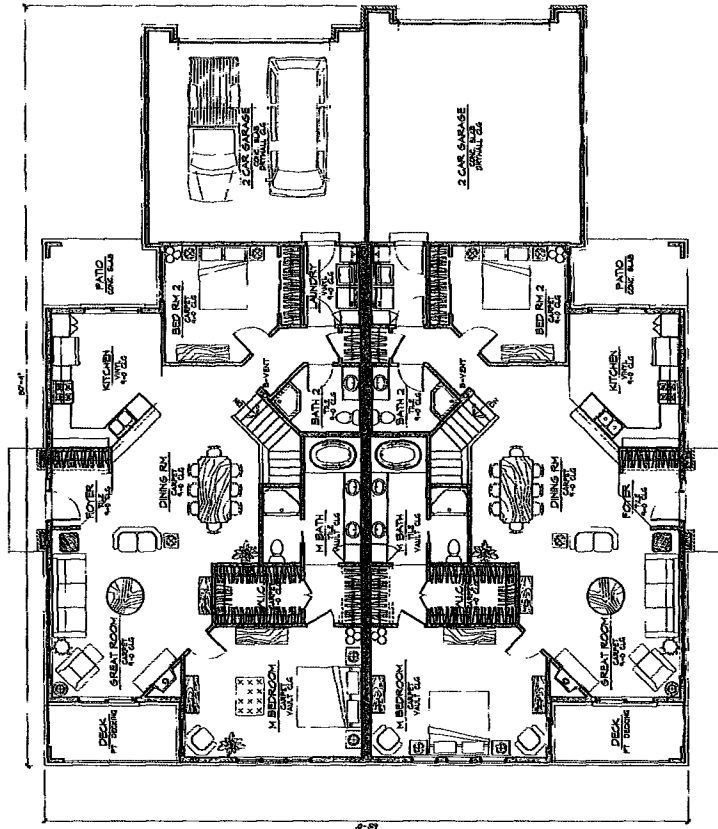
SECOND ADDENDUM TO
 DEERWOOD ESTATES CONDOMINIUMS
 CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



BASEMENT PLAN FOR BUILDINGS 3 AND 10

PIONEER ENGINEERING AND SURVEYING, LLC.
 CONSULTANTS IN SURVEYING AND ENGINEERING
 3802 C.T.H. "D"
 JOHNSON CREEK, WI 53008
 CELL: 414-651-0460 E-MAIL: info@pioneereng.com

SECOND ADDENDUM TO
 DEERWOOD ESTATES CONDOMINIUMS
 CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN FOR BUILDINGS 3 AND 10

SHEET 3 OF 3



RESOLUTION NO. 2017-7284

A RESOLUTION CONDITIONALLY APPROVING
A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO
THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT
AT 8501 AND 8503 SOUTH DEERWOOD LANE (BUILDING 3) AND
8457 AND 8459 SOUTH DEERWOOD LANE (BUILDING 10)
(FRANKLIN ESTATES LLC, APPLICANT
(SGB & ASSOCIATES #4, LLC, PROPERTY OWNER))

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for the Second Addendum to the Deerwood Estates Condominium development, such plat being Building No. 3 (Units 5 and 6) and Building No. 10 (Units 19 and 20) of Deerwood Estates Condominiums, being a redivision of Lots 3 and 4 of "Deerwood Preserve Addition No. 1. Also being a redivision of Lot 1 and Outlots 1, 2, 3 and 5 of "Deerwood Preserve". Also being a redivision of Parcels 1 & 2 and Outlot 1 of Certified Survey Map No. 5228, all lands being part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SW 1/4 of Section 17 and a part of the NE 1/4 of the NW 1/4 of Section 20, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, of the property located at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10), bearing Tax Key Nos.; Building 3: 8501, 841-0143-000 and 8503, 841-0142-000 and Building 10: 8457, 841-0157-000 and 8459, 841-0156-000, Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner); said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on July 6, 2017, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat for the Second Addendum to the Deerwood Estates Condominium development is appropriate for approval pursuant to law upon certain conditions, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development, as submitted by Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner), as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT FOR FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES #4, LLC, PROPERTY OWNER)
RESOLUTION NO. 2017-7284

Page 2

the applicant, and that all minor technical deficiencies within the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development be rectified, all prior to the recording of the Condominium Plat.

2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Franklin Estates LLC, applicant (SGB & Associates #4, LLC, property owner), 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 Second Addendum to the Deerwood Estates Condominium development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Franklin Estates LLC, applicant (SGB & Associates #4, LLC, owner), and the Second Addendum to the Deerwood Estates Condominium development project for the properties located at 8501 and 8503 South Deerwood Lane (Building 3) and 8457 and 8459 South Deerwood Lane (Building 10): (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.
5. The Second Addendum to the Deerwood Estates Condominium development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. The applicant shall obtain all necessary signatures and approvals from the Condominium Association prior to recording of the Condominium Plat addendum.
7. The Condominium Plat addendum shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of a Building Permit.

BE IT FURTHER RESOLVED, that the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development be and the same is hereby rejected without

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE
SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM
DEVELOPMENT FOR FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES #4,
LLC, PROPERTY OWNER)
RESOLUTION NO. 2017-7284

Page 3

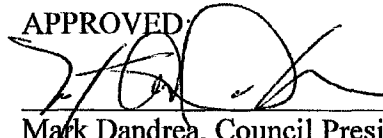
final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat for the Second Addendum to the Deerwood Estates Condominium development, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Second Addendum to the Deerwood Estates Condominium development with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 18th day of July, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of July, 2017.

APPROVED:



Mark Dandrea, Council President,
Presiding Officer

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Taylor)

Regulo Martinez-Montilva

From: Steve Bobowski <steve.bobowski@dalecarnegie.com>
Sent: Monday, November 23, 2020 3:40 PM
To: Regulo Martinez-Montilva
Cc: Wausau Homes Kenosha - Teri Mathis, Wausau Homes Kenosha - Justin Mathis, Renee Martin, Steve Bobowski
Subject: Staff comments and tentative meeting date (Condominium Plat) - Deerwood Estates Buildings #3 and #10

Follow Up Flag: Follow up
Flag Status: Completed

Good Afternoon Regulo.

Thank you for your help and working with us.

The answers to your questions are.

City Development Department comments

- Pursuant to Wisconsin Statutes §703.11(2)(am), please add a blank space at least 3 inches by inches in the upper right corner on the first sheet for recording use by the register of deeds.
 - **Yes, we will have before Permits.**
- Why is this the second addendum to Deerwood Estates Condominium? According to our records, there is not a recorded first addendum. This addendum should be named first addendum instead of second addendum .
 - **According to the HOA and Prospect Management, Addendum 1 was during Icons' Development which was before us and the City should have it. All agree there is an Addendum 1. Please check your records again. We appreciate your help.**
- The submitted landscape plan is the original landscape plan of Deerwood Estates with the previous building footprints dated 2003. Per Section 1 of Ordinance 2017-2284, a landscape plan for buildings 3 and 10 with the new building footprints is required prior to the issuance of a building permit. This landscape plan should be in compliance with the original landscape plan, specifically in quantity and species of plantings. It is also recommended to keep plantings outside utility easements. Details of the original landscape plan and planting schedule are attached for your convenience.
 - **Submitted today 11.23.20.**
- Please be aware that buildings #3 and #10 must be developed in substantial compliance with Ordinance no. 2017-2284.
 - **Yes, it is.**

Inspection Services Department comments

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

Engineering Department comments

- No comments.

Fire Department comments

- The fire department has no comments.

Police Department comments

The Franklin Police Department has no issues with this application.

If you have any more questions, please let me know.

Make It A Great Day!

Steve

Steven G. Bobowski

CEO
Dale Carnegie Training
10909 W. Greenfield Ave, Suite 207
West Allis, WI 53214
414-324-9935

~People ~ Performance ~ Profits~



MEMORANDUM

Date: November 11, 2020
To: Steve Bobowski. Franklin Estates, LLC
From: City of Franklin, Department of City Development
RE: Application for Condominium Plat – Deerwood Estates Buildings 3 & 10
8457, 8459, 8501 and 8503 Deerwood Lane

Please be advised that the Department of City Development has reviewed the Condominium Plat application submitted on October 9, 2020.

City Development Department comments

1. Pursuant to Wisconsin Statutes §703.11(2)(am), please add a blank space at least 3 inches by inches in the upper right corner on the first sheet for recording use by the register of deeds. Yes, we will have before Permits.
2. Why is this the second addendum to Deerwood Estates Condominium? According to our records, there is not a recorded first addendum. This addendum should be named first addendum instead of second addendum . According to the HOA and Prospect Management, Addendum 1 was during Icons development which was before us and the City should have it.
3. The submitted landscape plan is the original landscape plan of Deerwood Estates with the previous building footprints dated 2003. Per Section 1 of Ordinance 2017-2284, a landscape plan for buildings 3 and 10 with the new building footprints is required prior to the issuance of a building permit. This landscape plan should be in compliance with the original landscape plan, specifically in quantity and species of plantings. It is also recommended to keep plantings outside utility easements. Details of the original landscape plan and planting schedule are attached for your convenience. Yes, we will have before permits
4. Please be aware that buildings #3 and #10 must be developed in substantial compliance with Ordinance no. 2017-2284. Yes

Inspection Services Department comments

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

Engineering Department comments

- 6 No comments

Fire Department comments

7. The fire department has no comments.

Police Department comments

8. The Franklin Police Department has no issues with this application

Make It A Great Day!

Steve

Steven G. Bobowski

CEO
Dale Carnegie Training
10909 W. Greenfield Ave, Suite 207
West Allis, WI 53214
414-324-9935

~People ~ Performance ~ Profits~



From: Wausau Homes Kenosha - Teri Mathis <MathisT@WausauHomes.com>
Sent: Monday, November 23, 2020 2:35 PM
To: Steve Bobowski <steve_bobowski@dalecarnegie.com>
Subject: RE: Staff comments and tentative meeting date (Condominium Plat) - Deerwood Estates Buildings #3 and #10

Hi Steve,

This is what he sent before

So I will get everything ready again – I did just received the landscape plan from Breezy Hills – I did speak with Kal this morning, I told him that we are needing to have an “original” copy of the Addendum with a new “Wet Seal” he said he will work on doing this – I told him I need by next Monday 11/30/20 So hopefully (Crossing fingers) early next Monday and I can get copies made and then Carly can deliver the 12 copies again

His comment about this is --- so did Franklin loose the originals that they were given??

Teri Mathis
Custom Home Builder

Wausau Homes Kenosha
7600 75th Street Suite 124 | Kenosha WI 53142
Direct 262 764 9859 | Fax 262 764 7971
MathisT@WausauHomes.com | www.WausauHomes.com



From: Steve Bobowski <steve_bobowski@dalecarnegie.com>
Sent: Monday, November 23, 2020 9:27 AM
To: Wausau Homes Kenosha - Teri Mathis <MathisT@WausauHomes.com>; Wausau Homes Kenosha - Justin Mathis <mathisj@wausauhomes.com>
Cc: Renee Martin <renee_martin@dalecarnegie.com>; Steve Bobowski <steve_bobowski@dalecarnegie.com>
Subject: FW: Staff comments and tentative meeting date (Condominium Plat) - Deerwood Estates Buildings #3 and #10

Please send Regulo responses to these comments today.

Steve

From: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Sent: Monday, November 9, 2020 2:04 PM
To: Steve Bobowski <steve_bobowski@dalecarnegie.com>

Cc: Heath Eddy <HEddy@franklinwi.gov>

Subject: Staff comments and tentative meeting date (Condominium Plat) - Deerwood Estates Buildings #3 and #10

Steve,

Staff comments attached regarding your Condominium Plat application. This application is tentatively scheduled for the December 3, Plan Commission and December 15, 2020, Common Council meetings. Plan Commission meets at 7:00 pm and Common Council at 6.00 pm.

Please submit twelve (12) collated copies of revised application materials, and one (1) electronic copy (e-mail preferred) to the Department of City Development by Monday, November 30. Additionally, please add a cover letter addressing staff comments to each set. If you are not able to meet this deadline, please contact me to reschedule.

Feel free to call me if you have questions.

Regards,

Régulo Martínez-Montilva, AICP

Associate Planner - Department of City Development

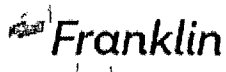
City of Franklin

9229 W Loomis Road

Franklin, WI 53132

Phone (414) 425-4024 / 427-7564

RMartinez-Montilva@franklinwi.gov



Project Summary / Narrative

This is a reapplication of a previously approved application on July 6, 2017. The Common Council having reviewed the application and the Plan Commission recommendation determined that such proposed condominium plat for the second Addendum to the Deerwood Estates Condominium development was appropriate for approval.

Each building will consist of 2 condos consistent with the other units in Deerwood Estates. Each unit will feature an open floor concept condo in Deerwood Estates. Each unit will be 2 Bedrooms, 2 Baths, and a 2 Car Garage. 1674 s/f. Can also add family room, bedroom and bath (790 s/f) in the basement. Hardwood floors, ceramic in baths. Waypoint cabinets, granite countertops and Kohler fixtures.

The application is for construction of Building No. 3 and Building 10 in the Deerwood Estates Condominiums, being a redivision of Lots 3 and 4 of 'Deerwood Preserve Addition No 1. Also being a redivision of Lot 1 and Outlots 1,2,3 and 5 of Deerwood Preserve". Also being a redivision of Parcels 1 & 2 and Outlot 1 of Certified Survey Map No. 5228, all lands being part of the NE ¼, SE ¼, and NW ¼ of the SW ¼ of Section 17 and a apart of the NE ¼ of the NW ¼ of Section 20, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, Tax Key Nos.. Building No. 3 8501 South Deerwood Lane, 841-0143-000 ND 8503 South Deerwood Lane; 841-0142-000 and Building No. 10. 8457 South Deerwood Lane, 841-0157-00 and 8459 South Deerwood Lane, 841-0156-000.

A landscaping plan is attached and is in substantial compliance with the currently approved landscape plan.

Utility, Grading, and Erosion Control Plans are in compliance with the currently approved Grading and Erosion Control Plans.

Document Number

**FIRST AMENDMENT TO
CONDOMINIUM DECLARATION OF
DEERWOOD ESTATES
CONDOMINIUMS**

Document Title

**FIRST AMENDMENT TO CONDOMINIUM
DECLARATION OF DEERWOOD ESTATES
CONDOMINIUMS**

THIS FIRST AMENDMENT TO CONDOMINIUM DELCARATION OF Deerwood Estates Condominiums is made this 3rd day of October, 2007, pursuant to the written consent of at least seventy five percent (75%) of the unit owners of the Condominium (as hereinafter defined), which unit owners constitute all of the members of the Deerwood Estates Condominiums Inc., a non-stock corporation organized under and pursuant to the Chapter 181 of the Wisconsin Statutes ("Association") and by the Association

Recording Area

Name and Return Address

Michael M. Krill, Esq.
10060 W. Loomis Road
Franklin, Wisconsin 53132

WITNESSETH:

Parcel Identification Number (PIN)

WHEREAS, Deerwood Estates Condominiums ("Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, the Condominium was established pursuant to the Condominium Declaration of Deerwood Estates Condominiums, dated June 27, 2003 and recorded on July 8, 2003 in the Office of the Register of Deeds Milwaukee County, Wisconsin as Document No.8568741 ("Declaration") and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act"); and

Whereas, the Association was formed to govern the affairs of the Condominium and the membership of the Association is comprised exclusively of all of the unit owners owing units in the Condominium; and

Whereas, on the 3rd day of October, 2007 a special meeting was held by the Association in which there was present or appeared by proxy more than seventy five percent (75%) of the units in the Condominium and said purpose of the meeting was to approve this Amendment to the Declaration all as set forth herein below.

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that the Declaration is hereby amended as follows:

1. Effect of the Amendment.

Pursuant to the Declaration the Building types for the following units have been changed:

Building 10: Unit 19 and Unit 20 have been changed and shall have floor plans as shown on the First Addendum to Condominium Plat and as shown as Unit 47 and 48 in the Condominium Plat;

Building 15; Unit 29 and Unit 30 have been changed and shall have floor plans as shown on the First Addendum to Condominium Plat and as shown as Unit 47 and 48 in the Condominium Plat;

Building 23: Unit 45 and Unit 46 have been changed and shall have floor plans as shown on the First Addendum to Condominium Plat and as shown as Unit 47 and 48 in the Condominium Plat.

2. Amendment to Condominium Plat.

The Condominium Plat for Deerwood Estates Condominiums is hereby amended by adding the First Addendum to Deerwood Estates Condominiums, sheet 1 of 3 thereto, in the form attached hereto as Exhibit A and filed herewith in the Condominium Plat records of Milwaukee County (the "First Addendum to Condominium Plat").

3. Effective Date.

The effective date of this Amendment shall be the date it is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

4. Certification.

The undersigned officers of the Association hereby certify and attest by their signatures hereto that in accordance with the terms set forth in the Declaration and the Condominium Ownership Act of the State of Wisconsin, at least seventy five percent (75%) of the unit owners and members of the Association have provided their written consent to this Amendment, which consent has been approved by the mortgagee of each Unit owned by such unit owners, as reflected in the records of the Association.

5. Miscellaneous.

All terms not specifically defined herein shall have the same meanings as provided in the Declaration. Except as modified by this Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this document has been executed by the duly authorized officers of the Association and the Owner, as of the day, month and year first above written.

DEERWOOD ESTATES CONDOMINIUMS, INC. a Wisconsin non-stock corporation, for itself and on behalf of its members.

By: _____
President

GJK DEVELOPMENT, LLC
Icon Development Corp., Managing Member

By: _____
David L. Smith, CFO

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of October, 2007, the above-named Gerald Williquette, the President of Deerwood Estates Condominiums Inc. and acknowledged that he executed the foregoing instrument on behalf of said entity, by its authority and for the purposes therein contained.

*

 (type or print name)
Notary Public, State of Wisconsin
My Commission (is)(expires):_____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of October, 2007, the above-named David L. Smith, CFO of Icon Development and Vice President of Deerwood Estates Condominiums Inc. and acknowledged that he executed the foregoing instrument on behalf of said entity, by its authority and for the purposes therein contained.

*

 (type or print name)
Notary Public, State of Wisconsin
My Commission (is)(expires):_____

This Instrument is drafted by:
Michael M. Krill, Esq.
10060 W. Loomis Road
Franklin, Wisconsin 53132

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 15, 2020
Reports & Recommendations	ADDITIONAL MODIFICATIONS TO THE RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT	ITEM NO. <i>6.5.</i>

BACKGROUND

An “Intergovernmental Cooperation Agreement (ICA) between the Milwaukee Metropolitan Sewerage District (MMSD) and the City of Franklin for Ryan Creek Interceptor Odor Control Improvements” was authorized by MMSD on May 20, 2019. This agreement states that MMSD will “reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000.”

On December 17, 2019, a Contract was awarded to Wanasek Corporation for the construction of the project for \$199,000. The project was constructed and during startup, the adjacent homes still generated some odor complaints. Staff worked with the consultant, a professor with Milwaukee School of Engineering, and Staff from Milwaukee Metropolitan Sewerage District (MMSD) on a solution to further the odor removal. A Change Order was issued to Wanasek on August 18, 2020, to set up a pilot test for a proposed solution.

The pilot study was conducted and odor was monitored inside two homes and outdoors in the neighborhood. The pilot study appeared to work with the exception of one home that had minor issues when they started their furnace. MMSD requested that an odor control expert be engaged to review the situation and provide a report for their consideration. To comply, Staff engaged Bruce Koetter, P.E.- Webster Environmental Associates, Inc. (WEA), Louisville, KY to study the project and provide the requested report (available by contacting the Engineering Department).

With some tweaks suggested by WEA, Staff believes that all resident issues have been resolved. WEA also recommended a larger unit than what is currently operating onsite. Staff is further recommending an enclosure to assist in noise abatement and protection of the equipment from the elements.

MMSD reviewed the report and notified staff that they *“approve moving forward with the installation of the permanent solution as recommended by WEA. Please provide a cost estimate for my approval I understand that this is a larger system than originally recommended, but I expect that the cost will be less than \$100,000. This will be the last project that we will cover under the ICA ”*

ANALYSIS

The project as proposed by WEA has not been designed so an estimate has not been finalized. Staff believes that including the additional consulting fees already incurred, needed construction costs, needed design costs, and the enclosure, the project is likely to be about \$120k above the initial \$199k. This exceeds the \$100k mentioned in MMSD’s approval.

Staff recommends that Ruekert & Mielke be asked to complete the design, work with Wanasek on a Change Order, and update the project total costs for submission to MMSD. Upon notification that MMSD will pay \$100,000 or as needed, authorize Wanasek to proceed with the improvements (with Common Council approval). Note that this endeavor may result in some of the costs being burdened by the Sewer Department.

OPTIONS

Direct Staff to proceed with implementation of the project and return with a Wanasek Change Order after final approval by MMSD.

FISCAL NOTE

Failure to get the system operational accepting flows from Muskego would result in repayment of funds received from MMSD and negate all future payments extending to 2031. Total impact is over \$30 million.

Continuing the efforts discussed herein, a total project accounting is expected to be presented with the Wanasek Change Order.

Finance may / may not have additional comments at the meeting.

RECOMMENDATIONS

Direct Staff to proceed with design and efforts to develop additional modifications to the Ryan Creek Interceptor Odor Reduction Project.

Engineering Department: GEM

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/15/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Review and Consideration of the Wisconsin Statutes Chapter 19, Subchapter III, Code of Ethics for Public Officials and Employees, and the Former Repealed Franklin Municipal Code Section 36, Code of Ethics (Alderman Nelson)</p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

At the request of Alderman Nelson, the Ethics Code subject matter has been placed on this agenda. Attached is the current Franklin Municipal Code Chapter 36, Financial Disclosure Statements; Wisconsin Statutes Chapter 19, Subchapter III (Code of Ethics for Public Officials and Employees), specifically §19.59; and information relating to the repealed Franklin Municipal Code Section 36, Code of Ethics (1988 to 2005).

COUNCIL ACTION REQUESTED

As directed.

Chapter 36. Financial Disclosure Statements

[HISTORY Adopted by the Common Council of the City of Franklin 8-5-1997 by Ord No 97-1461 as Sec 1 11 of the 1997 Code, amended in its entirety 3-1-2005 by Ord No 2005-1835 Subsequent amendments noted where applicable]

§ 36-1. Financial disclosure.

A Officials Any official who holds any of the following positions with the City or is a candidate for any elective position in the following list shall file a financial disclosure statement

- (1) Architectural Board Chairperson and Board members
- (2) Assessor
- (3) Attorney, City City Attorney and Assistants
- (4) (Reserved)
- (5) Board of Health Chairperson and Board
- (6) Board of Public Works Chairperson and Board
- (7) Board of Zoning and Building Appeals Chairperson and Board members
- (8) Board of Water Commissioners Chairperson, Board members and Sewer and Water Superintendent
- (9) Department of Administration Director of Administration, Finance Officer, Human Resources Coordinator and Assistant to the Human Resources Coordinator
- (10) Environmental Commission Chairperson and Commission members
- (11) Building inspection Building Inspector, Assistant Building Inspector, Electrical Inspector, Plumbing Inspector and Assistant Plumbing Inspection Supervisor
- (12) Personnel Committee Chairperson and Committee members
- (13) City Plan Commission Chairperson and Commission members
- (14) Technology Commission Chairperson and Commission members
- (15) Common Council Alderpersons, all candidates for Alderperson, City Clerk and Deputy City Clerk
- (16) Engineering City Engineer and Assistant City Engineer
- (17) (Reserved)
- (18) Fire and Police Commission Chairperson and Board members
- (19) Fire Department Chief of the Fire Department
- (20) Fair Commission Chairperson and Board members
- (21) Finance Committee Chairperson and Board members
- (22) Public Health Services Administrator, Public Health Nurse and Health Officer

- (23) Economic Development Commission Chairperson and Commission members
 - (24) Civic Celebrations Commission Chairperson and Commission members
 - (25) Library Director
 - (26) Library Coordinator
 - (27) Mayor Mayor and all candidates for Mayor
 - (28) Municipal Court Municipal Judges and all candidates for Municipal Judge
 - (29) Parks Commission Chairperson and Commission members
 - (30) Police Department Chief of Police
 - (31) Department of Public Works Superintendent
 - (32) Community Development Authority Chairperson and Authority members
 - (33) Treasurer, City City Treasurer and Deputy City Treasurer
 - (34) Director of Finance and Treasurer
 - (35) EDP Systems Administrator
 - (36) Director of Economic Development, Planning Manager and Planning Technician
- B** Spouses and unemancipated child(ren) Any official or candidate required to file a financial disclosure statement under Subsection **A** above shall also file such statement on behalf of his or her spouse and any unemancipated child(ren), as required by such statement, to the best of his or her knowledge, information and belief
- C** Filing requirements Officials and candidates subject to Subsection **A** shall file financial disclosure statements with the City Clerk as follows
- (1) Any candidate for City public office shall file a financial disclosure statement at the time of filing nomination papers
 - (2) Any newly appointed or employed City official shall file a financial disclosure statement within 60 days after the commencement of appointment or employment
 - (3) Each individual who in January of any year is an official required to file shall file a financial disclosure statement no later than April 30 of that year The information contained in such statement shall be current as of the preceding December 31 Each official or candidate required to file has a duty to supplement his or her statement whenever any information provided in a statement as to real property located in the City changes by way of additional property being acquired, or as to any information provided in a statement as to a person having a business relationship with the City changes by way of an additional person having to be reported Such supplement shall be filed upon a financial disclosure statement marked "supplement," no later than 60 days after such change occurs Each individual who is an official required to file shall file a financial disclosure statement must additionally file not later than 30 days after leaving employment or office, unless the subsequent employment or office requires the filing of a statement under this chapter
 - (4) If an official has failed to file a financial disclosure statement within the required time, no salary or compensation may be paid to such official until the person files the required statement The City Clerk (in the absence of or the inability to so perform by the City Clerk, such other officer or person as may be so directed by the Mayor) shall officially inform the City Treasurer when it has determined that an official's salary or compensation should be withheld No member of a board or commission may participate in the board or commission until he or she has filed
 - (5) If a candidate for elective City office fails to file a financial disclosure statement within the required time, the candidate's name shall be omitted from the election ballot

§ 36-2. Form of financial disclosure statement.

The official or candidate filing a financial disclosure statement shall file the statement on a form as approved by the Common Council and kept on file in the office of the City Clerk

§ 36-3. Violations and penalties.

[Amended 12-4-2001 by Ord No 2001-1687]

Any person violating this Chapter shall be subject to a forfeiture not exceeding a minimum of \$100 nor more than \$1,000 for each violation which may be imposed by the Municipal Court upon the complaint or citation of the City Council or the Personnel Committee. Forfeiture complaints or citations against an elected official, a candidate for such position, or a board or commission member shall be brought by the Common Council, and against any other official required to file under Subsection A above by the Personnel Committee. In addition to or apart from such forfeiture action, an official violating this chapter may be suspended or removed for such violation pursuant to § 17.12, Wis Stats.

the request is denied by the authority having custody of the record or part of the record

(1n) NOTICE OF CLAIM Sections 893 80 and 893 82 do not apply to actions commenced under this section

(2) COSTS FEES AND DAMAGES (a) Except as provided in this paragraph the court shall award reasonable attorney fees damages of not less than \$100 and other actual costs to the requester if the requester prevails in whole or in substantial part in any action filed under sub (1) relating to access to a record or part of a record under s 19 35 (1) (a) If the requester is a committed or incarcerated person, the requester is not entitled to any minimum amount of damages but the court may award damages Costs and fees shall be paid by the authority affected or the unit of government of which it is a part or by the unit of government by which the legal custodian under s 19 33 is employed and may not become a personal liability of any public official

(b) In any action filed under sub (1) relating to access to a record or part of a record under s 19 35 (1) (am), if the court finds that the authority acted in a willful or intentional manner the court shall award the individual actual damages sustained by the individual as a consequence of the failure

(3) PUNITIVE DAMAGES If a court finds that an authority or legal custodian under s 19 33 has arbitrarily and capriciously denied or delayed response to a request or charged excessive fees, the court may award punitive damages to the requester

(4) PENALTY Any authority which or legal custodian under s 19 33 who arbitrarily and capriciously denies or delays response to a request or charges excessive fees may be required to forfeit not more than \$1,000 Forfeitures under this section shall be enforced by action on behalf of the state by the attorney general or by the district attorney of any county where a violation occurs In actions brought by the attorney general the court shall award any forfeiture recovered together with reasonable costs to the state and in actions brought by the district attorney the court shall award any forfeiture recovered together with reasonable costs to the county

History 1981 c 335 391 1991 a. 269 s 43d 1995 a 158 1997 a 94

A party seeking fees under sub (2) must show that the prosecution of an action could reasonably be regarded as necessary to obtain the information and that a causal nexus exists between that action and the agency's surrender of the information State ex rel Vaughan v Faust, 143 Wis 2d 868 422 N W 2d 898 (Ct. App 1988)

If an agency exercises due diligence but is unable to respond timely to a records request, the plaintiff must show that a mandamus action was necessary to secure the records release to qualify for award of fees and costs under sub. (2). Racine Education Association v Racine Board of Education 145 Wis 2d 518 427 N W 2d 414 (Ct App 1988)

Assuming sub (1) (a) applies before mandamus is issued, the trial court retains discretion to refuse counsel's participation in an *in camera* inspection Milwaukee Journal v Call 153 Wis 2d 313 450 N W 2d 515 (Ct App 1989)

If the trial court has an incomplete knowledge of the contents of the public records sought, it must conduct an *in camera* inspection to determine what may be disclosed following a custodian's refusal State ex rel Morke v Donnelly 155 Wis 2d 521 455 N W 2d 893 (1990)

A *pro se* litigant is not entitled to attorney fees State ex rel Young v Shaw 165 Wis 2d 276 477 N W 2d 340 (Ct App 1991)

A favorable judgment or order is not a necessary condition precedent for finding that a party prevailed against an agency under sub. (2). A causal nexus must be shown between the prosecution of the mandamus action and the release of the requested information Eau Claire Press Co v Gordon, 176 Wis 2d 154 499 N W 2d 918 (Ct App 1993)

Actions brought under the open meetings and open records laws are exempt from the notice provisions of s 893 80 (1) 1993 stats Auchmleck v Town of LaGrange 200 Wis 2d 585 547 N W 2d 587 (1996) 94–2809

An inmate's right to mandamus under this section is subject to s 801 02 (7), which requires exhaustion of administrative remedies before an action may be commenced. Moore v Stahowiak, 212 Wis 2d 744 569 N W 2d 711 (Ct. App 1997) 96–2547

When requests are complex municipalities should be afforded reasonable latitude in time for their responses An authority should not be subjected to the burden and expense of a premature public records lawsuit while it is attempting in good faith to respond, or to determine how to respond to a request What constitutes a reasonable time for a response by an authority depends on the nature of the request, the staff and other resources available to the authority to process the request, the extent of the request, and other related considerations WIREdata, Inc v Village of Sussex, 2008 WI 69 310 Wis 2d 397 751 N W 2d 736 05–1473

The legislature did not intend to allow a record requester to control or appeal a mandamus action brought by the attorney general under sub (1) (b) Sub. (1) outlines two distinct courses of action when a records request is denied dictates distinct courses of action and prescribes different remedies for each course Nothing suggests that a requester is hiring the attorney general as a sort of private counsel to proceed with the case or that the requester would be a named plaintiff in the case with the attorney

general appearing as counsel of record when proceeding under sub (1) (b) State v Zen 2008 WI App 153 314 Wis 2d 340 761 N W 2d 15 07–1930

This section unambiguously limits punitive damages claims under sub. (3) to mandamus actions The mandamus court decides whether there is a violation and if so, whether it caused actual damages Then the mandamus court may consider whether punitive damages should be awarded under sub (3) The Capital Times Company v Doyle 2011 WI App 137 337 Wis 2d 544 807 N W 2d 666 10–1687

Under the broad terms of s 51 30 (7) the confidentiality requirements created under s 51 30 generally apply to 'treatment records in criminal not guilty by reason of insanity cases All conditional release plans in NGI cases are, by statutory definition, treatment records They are created in the course of providing services to individuals for mental illness, and thus should be deemed confidential An order of placement in an NGI case is not a 'treatment record La Crosse Tribune v Circuit Court for La Crosse County 2012 WI App 42 340 Wis 2d 663 814 N W 2d 867 10–3120

The plaintiff newspaper argued that s 19 88 (3) of the open meetings law which requires the motions and roll call votes of each meeting of a governmental body shall be recorded, preserved and open to public inspection, in turn required the defendant commission to record and disclose the information the newspaper requested under the open records law The newspaper could not seek relief under the public records law for the commission's alleged violation of the open meetings law and could not recover reasonable attorney fees damages and other actual costs under sub (2) for an alleged violation of the open meetings law The Journal Times v City of Racine Board of Police and Fire Commissioners 2015 WI 56 362 Wis 2d 577 866 N W 2d 563 13–1715

A record custodian should not automatically be subject to potential liability under sub (2) (a) for actively providing information which it is not required to do in response to a public records request, to a requester when no record exists While it might be a better course to inform a requester that no record exists the language of the public records law does not specifically require such a response The Journal Times v City of Racine Board of Police and Fire Commissioners 2015 WI 56, 362 Wis 2d 577 866 N W 2d 563 13–1715

Actual damages are the liability of the agency Punitive damages and forfeitures can be the liability of either the agency or the legal custodian or both Section 895 46 (1) (a) probably provides indemnification for punitive damages assessed against a custodian but not for forfeitures 72 Atty Gen 99

19.39 Interpretation by attorney general. Any person may request advice from the attorney general as to the applicability of this subchapter under any circumstances The attorney general may respond to such a request

History 1981 c 335

SUBCHAPTER III

CODE OF ETHICS FOR PUBLIC OFFICIALS AND EMPLOYEES



19.41 Declaration of policy. (1) It is declared that high moral and ethical standards among state public officials and state employees are essential to the conduct of free government that the legislature believes that a code of ethics for the guidance of state public officials and state employees will help them avoid conflicts between their personal interests and their public responsibilities will improve standards of public service and will promote and strengthen the faith and confidence of the people of this state in their state public officials and state employees

(2) It is the intent of the legislature that in its operations the commission shall protect to the fullest extent possible the rights of individuals affected

History 1973 c. 90 Stats 1973 s 11 01 1973 c 334 s 33 Stats 1973 s 19 41 1977 c 277 2015 a. 118 s 266 (10)

19.42 Definitions. In this subchapter

(1) 'Anything of value' means any money or property, favor service payment advance, forbearance, loan, or promise of future employment, but does not include compensation and expenses paid by the state fees and expenses which are permitted and reported under s 19 56 political contributions which are reported under ch 11 or hospitality extended for a purpose unrelated to state business by a person other than an organization

(2) 'Associated,' when used with reference to an organization includes any organization in which an individual or a member of his or her immediate family is a director, officer or trustee or owns or controls, directly or indirectly and severally or in the aggregate at least 10 percent of the outstanding equity or of which an individual or a member of his or her immediate family is an authorized representative or agent

(3m) 'Candidate' except as otherwise provided has the meaning given in s 11 0101 (1)

(3s) “Candidate for local public office” means any individual who files nomination papers and a declaration of candidacy under s 8 21 or who is nominated at a caucus under s 8 05 (1) for the purpose of appearing on the ballot for election as a local public official or any individual who is nominated for the purpose of appearing on the ballot for election as a local public official through the write-in process or by appointment to fill a vacancy in nomination and who files a declaration of candidacy under s 8 21

(4) “Candidate for state public office” means any individual who files nomination papers and a declaration of candidacy under s 8 21 or who is nominated at a caucus under s 8 05 (1) for the purpose of appearing on the ballot for election as a state public official or any individual who is nominated for the purpose of appearing on the ballot for election as a state public official through the write-in process or by appointment to fill a vacancy in nomination and who files a declaration of candidacy under s 8 21

(4g) “Clearly identified” when used in reference to a communication containing a reference to a person means one of the following

- (a) The person’s name appears
- (b) A photograph or drawing of the person appears
- (c) The identity of the person is apparent by unambiguous reference

(4p) “Commission” means the ethics commission

(4r) “Communication” means a message transmitted by means of a printed advertisement, billboard, handbill, sample ballot, radio or television advertisement, telephone call or any medium that may be utilized for the purpose of disseminating or broadcasting a message but not including a poll conducted solely for the purpose of identifying or collecting data concerning the attitudes or preferences of electors

(5) “Department” means the legislature, the University of Wisconsin System, any authority or public corporation created and regulated by an act of the legislature and any office, department, independent agency or legislative service agency created under ch 13 14 or 15, any technical college district or any constitutional office other than a judicial office. In the case of a district attorney, “department” means the department of administration unless the context otherwise requires

(5m) “Elective office” means an office regularly filled by vote of the people

(6) “Gift” means the payment or receipt of anything of value without valuable consideration

(7) “Immediate family” means

- (a) An individual’s spouse and
- (b) An individual’s relative by marriage, lineal descent or adoption who receives directly or indirectly more than one-half of his or her support from the individual or from whom the individual receives directly or indirectly more than one-half of his or her support

(7m) “Income” has the meaning given under section 61 of the internal revenue code

(7s) “Internal revenue code” has the meanings given under s 71 01 (6)

(7u) “Local governmental unit” means a political subdivision of this state, a special purpose district in this state, an instrumental or corporation of such a political subdivision or special purpose district, a combination or subunit of any of the foregoing or an instrumentality of the state and any of the foregoing

(7w) “Local public office” means any of the following offices except an office specified in sub (13)

- (a) An elective office of a local governmental unit
- (b) A county administrator or administrative coordinator or a city or village manager
- (c) An appointive office or position of a local governmental unit in which an individual serves for a specified term except a

position limited to the exercise of ministerial action or a position filled by an independent contractor

(cm) The position of member of the board of directors of a local exposition district under subch II of ch 229 not serving for a specified term

(d) An appointive office or position of a local government which is filled by the governing body of the local government or the executive or administrative head of the local government and in which the incumbent serves at the pleasure of the appointing authority except a clerical position, a position limited to the exercise of ministerial action or a position filled by an independent contractor

(e) The position of member of the Milwaukee County mental health board as created under s 51 41 (1d)

(7x) “Local public official” means an individual holding a local public office

(8) “Ministerial action” means an action that an individual performs in a given state of facts in a prescribed manner in obedience to the mandate of legal authority without regard to the exercise of the individual’s own judgment as to the propriety of the action being taken

(9) “Nominee” means any individual who is nominated by the governor for appointment to a state public office and whose nomination requires the advice and consent of the senate

(10) “Official required to file” means

- (a) A member or employee of the elections commission
- (ab) A member or employee of the ethics commission
- (b) A member of a technical college district board or district director of a technical college or any individual occupying the position of assistant, associate or deputy district director of a technical college
- (c) A state public official identified under s 20 923 except an official holding a state public office identified under s 20 923 (6) (h)

(d) A state public official whose appointment to state public office requires the advice and consent of the senate except a member of the board of directors of the Bradley Center Sports and Entertainment Corporation created under ch 232

(e) An individual appointed by the governor or the state superintendent of public instruction pursuant to s 17 20 (2) other than a trustee of any private higher educational institution receiving state appropriations

(f) An auditor for the legislative audit bureau

(g) The chief clerk and sergeant at arms of each house of the legislature

(h) The members and employees of the Wisconsin Housing and Economic Development Authority except clerical employees

(i) A municipal judge

(j) A member or the executive director of the judicial commission

(k) A division administrator of an office created under ch 14 or a department or independent agency created or continued under ch 15

(L) The executive director, executive assistant to the executive director, internal auditor, chief investment officer, chief financial officer, chief legal counsel, chief risk officer and investment directors of the investment board

(n) The chief executive officer and members of the board of directors of the University of Wisconsin Hospitals and Clinics Authority

(o) The chief executive officer and members of the board of directors of the Fox River Navigational System Authority

(q) The executive director and members of the board of directors of the Wisconsin Aerospace Authority

(r) The employees and members of the board of directors of the Lower Fox River Remediation Authority

(sm) The employees of the Wisconsin Economic Development Corporation and the members of the board of directors of the Wisconsin Economic Development Corporation employed in the private sector who are appointed by the speaker of the assembly and the senate majority leader

(11) “Organization means any corporation, partnership proprietorship firm enterprise franchise association trust or other legal entity other than an individual or body politic

(11m) “Political party means a political organization under whose name individuals who seek elective public office appear on the ballot at any election or any national state, or local unit or affiliate of that organization

(12) “Security” has the meaning given under s 551 102 (28) except that the term does not include a certificate of deposit or a deposit in a savings and loan association, savings bank credit union or similar association organized under the laws of any state

(13) “State public office means

(a) All positions to which individuals are regularly appointed by the governor except the position of trustee of any private higher educational institution receiving state appropriations and the position of member of the district board of a local professional baseball park district created under subch III of ch 229 and the position of member of the district board of a local cultural arts district created under subch V of ch 229

(b) The positions of associate and assistant vice presidents of the University of Wisconsin System

(c) All positions identified under s 20 923 (2) (4) (6) (f) to (h) (7) and (8) to (10) except clerical positions

(cm) The president and vice presidents of the University of Wisconsin System and the chancellors and vice chancellors of all University of Wisconsin institutions the University of Wisconsin Colleges and the University of Wisconsin–Extension

(e) The chief clerk and sergeant at arms of each house of the legislature or a full-time permanent employee occupying the position of auditor for the legislative audit bureau

(f) A member of a technical college district board or district director of a technical college or any position designated as assistant associate or deputy district director of a technical college

(g) The members and employees of the Wisconsin Housing and Economic Development Authority except clerical employees

(h) A municipal judge

(i) A member or the executive director of the judicial commission

(j) A division administrator of an office created under ch 14 or a department or independent agency created or continued under ch 15

(k) The executive director executive assistant to the executive director internal auditor chief investment officer chief financial officer chief legal counsel, chief risk officer and investment directors of the investment board

(m) The chief executive officer and members of the board of directors of the University of Wisconsin Hospitals and Clinics Authority

(n) The chief executive officer and members of the board of directors of the Fox River Navigational System Authority

(om) The employees of the Wisconsin Economic Development Corporation and the members of the board of directors of the Wisconsin Economic Development Corporation employed in the private sector who are appointed by the speaker of the assembly and the senate majority leader

(p) All members of the elections commission and all members of the ethics commission

(14) State public official means any individual holding a state public office

History 1973 c 90 Stats 1973 s 11 02 1973 c 333 1973 c 334 ss 33 57 Stats 1973 s 19 42 1977 c 29 223 277 1977 c 447 ss 35 209 19 9 c 34 177 221 1981 c 20 269 349 391 1983 a 27 1983 a 81 s 11 1983 a 83 s 20 1983 a 166

ss 1 to 4 16 1983 a 484 538 1985 a 26, 1985 a 79 s 3702 46) 1985 a 304 198 a 72 119 1987 a 312 s 17 1987 a 340 365 399 403 1989 a 31 338 1991 a 39 189 221 269 1993 a 16 263 399 1995 a 27 56 274 1997 a 2 1997 a 237 ss 19m, 722q 1997 a 798 1999 a 42, 65 2001 a 16, 104 109 2003 a 39 2005 a 335 2007 a 1 20 196 2009 a 28 011 a 7 10 32 779 2013 a 20 ss 193o 193q 2365m 9448 2013 a 203 2015 a 117 118 196 261

Cross-reference See also s ETH 16 02 Wis adm code

Law Revision Committee Note, 1983 This bill establishes consistency in the usage of the terms ‘person individual and organization in the code of ethics for state public officials The term ‘person is the broadest of these terms and refers to any legal entity The use of the term ‘person in the bill is consistent with the definition of the word in s 990 01 (26) stats which provides that person includes all partnerships associations and bodies politic or corporate The term ‘organization is narrower and is defined in s 19 42 (11) stats as any corporation, partnership proprietorship firm, enterprise, franchise association trust or other legal entity other than an individual or body politic Individual although not specifically defined in the current statutes or in this bill is used consistently in this bill to refer to natural persons

The term ‘income is used several times in the code of ethics for state public officials This bill clarifies the current definition of income by providing a specific cross-reference to the internal revenue code and by providing that the definition refers to the most recent version of the internal revenue code which has been adopted by the legislature for state income tax purposes

When person holds 2 government positions one included in and the other exempted from the definition of state public official the applicability of subch III depends upon the capacity in which the person acted 64 Atty Gen 143

19.43 Financial disclosure. (1) Each individual who in January of any year is an official required to file shall file with the commission no later than April 30 of that year a statement of economic interests meeting each of the requirements of s 19 44 (1) The information contained on the statement shall be current as of December 31 of the preceding year

(2) An official required to file shall file with the commission a statement of economic interests meeting each of the requirements of s 19 44 (1) no later than 21 days following the date he or she assumes office if the official has not previously filed a statement of economic interests with the commission during that year The information on the statement shall be current as per the date he or she assumes office

(3) A nominee shall file with the commission a statement of economic interests meeting each of the requirements of s 19 44 (1) within 21 days of being nominated unless the nominee has previously filed a statement of economic interests with the commission during that year The information on the statement shall be current as per the date he or she was nominated Following the receipt of a nominee’s statement of economic interests the commission shall forward copies of such statement to the members of the committee of the senate to which the nomination is referred

(4) A candidate for state public office shall file with the commission a statement of economic interests meeting each of the requirements of s 19 44 (1) no later than 4 30 p m on the 3rd day following the last day for filing nomination papers for the office which the candidate seeks or no later than 4 30 p m on the next business day after the last day whenever that candidate is granted an extension of time for filing nomination papers or a declaration of candidacy under s 8 05 (1) (j) 8 10 (2) (a), 8 15 (1) or 8 20 (8) (a) no later than 4 30 p m on the 5th day after notification of nomination is mailed or personally delivered to the candidate by the municipal clerk in the case of a candidate who is nominated at a caucus or no later than 4 30 p m on the 3rd day after notification of nomination is mailed or personally delivered to the candidate by the appropriate official or agency in the case of a write-in candidate or candidate who is appointed to fill a vacancy in nomination under s 8 35 (2) (a) The information contained on the statement shall be current as of December 31 of the year preceding the filing deadline Before certifying the name of any candidate for state public office under s 7 08 (2) (a) the elections commission municipal clerk, or board of election commissioners shall ascertain whether that candidate has complied with this subsection If not the elections commission municipal clerk or board of election commissioners may not certify the candidate’s name for ballot placement

(5) Each member of the investment board and each employee of the investment board who is a state public official shall complete and file with the commission a quarterly report of economic transactions no later than the last day of the month following the

end of each calendar quarter during any portion of which he or she was a member or employee of the investment board. Such reports of economic transactions shall be in the form prescribed by the commission and shall identify the date and nature of any purchase, sale, put, call, option, lease, or creation, dissolution, or modification of any economic interest made during the quarter for which the report is filed and disclosure of which would be required by s. 19.44 if a statement of economic interests were being filed.

(7) If an official required to file fails to make a timely filing, the commission shall promptly provide notice of the delinquency to the secretary of administration and to the chief executive of the department of which the official's office or position is a part, or in the case of a district attorney to the chief executive of that department and to the county clerk of each county served by the district attorney or in the case of a municipal judge to the clerk of the municipality of which the official's office is a part or in the case of a justice, court of appeals judge, or circuit judge to the director of state courts. Upon such notification both the secretary of administration and the department, municipality, or director shall withhold all payments for compensation, reimbursement of expenses, and other obligations to the official until the commission notifies the officers to whom notice of the delinquency was provided that the official has complied with this section.

(8) On its own motion or at the request of any individual who is required to file a statement of economic interests, the commission may extend the time for filing or waive any filing requirement if the commission determines that the literal application of the filing requirements of this subchapter would work an unreasonable hardship on that individual or that the extension of the time for filing or waiver is in the public interest. The commission shall set forth in writing as a matter of public record its reason for the extension or waiver.

History 1973 c. 90, Stats. 1973 s. 11.03, 1973 c. 333, 1973 c. 334 s. 3, Stats. 1973 s. 19.43, 1977 c. 223, 277, 1979 c. 221, 198 a. 166 ss. 5, 16, 1983 a. 484, 538, 1985 a. 29, 304, 1987 a. 399, 1989 a. 31, 1993 a. 266, 2003 a. 33, 2007 a. 1, 2015 a. 118 ss. 182, 183, 266, 10.

Cross-reference See also ch. ETH 15, Wis. adm. code.

The extent of confidentiality of investment board nominees' statements of economic interests rests in the sound discretion of the senate committee to which the nomination is referred under sub. (3). 68 Atty. Gen. 378.

The possible conflict between requirements of financial disclosure and confidentiality requirements for lawyers is discussed 68 Atty. Gen. 411.

Sub. (8) does not authorize the ethics board to extend the date by which a candidate must file a statement of economic interest and cannot waive the filing requirement. 81 Atty. Gen. 85.

19.44 Form of statement. (1) Every statement of economic interests which is required to be filed under this subchapter shall be in the form prescribed by the commission and shall contain the following information:

(a) The identity of every organization with which the individual required to file is associated and the nature of his or her association with the organization, except that no identification need be made of:

1. Any organization which is described in section 170 (c) of the internal revenue code.

2. Any organization which is organized and operated primarily to influence voting at an election, including support for or opposition to an individual's present or future candidacy or to a present or future referendum.

3. Any nonprofit organization which is formed exclusively for social purposes and any nonprofit community service organization.

4. A trust.

(b) The identity of every organization or body politic in which the individual who is required to file or that individual's immediate family, severally or in the aggregate, owns, directly or indirectly, securities having a value of \$5,000 or more, the identity of such securities and their approximate value, except that no identification need be made of a security or issuer of a security when it is issued by any organization not doing business in this state or by any government or instrumentality or agency thereof, or an

authority or public corporation created and regulated by an act of such government, other than the state of Wisconsin, its instrumentalities, agencies and political subdivisions, or authorities or public corporations created and regulated by an act of the legislature.

(c) The name of any creditor to whom the individual who is required to file or such individual's immediate family, severally or in the aggregate, owes \$5,000 or more and the approximate amount owed.

(d) The real property located in this state in which the individual who is required to file or such individual's immediate family holds an interest, other than the principal residence of the individual or his or her immediate family, and the nature of the interest held. An individual's interest in real property does not include a proportional share of interests in real property if the individual's proportional share is less than 10 percent of the outstanding shares or is less than an equity value of \$5,000.

(e) The identity of each payer from which the individual who is required to file or a member of his or her immediate family received \$1,000 or more of his or her income for the preceding taxable year, except that if the individual who is required to file identifies the general nature of the business in which he or she or his or her immediate family is engaged, then no identification need be made of a decedent's estate or an individual not acting as a representative of an organization, unless the individual is a lobbyist as defined in s. 13.62. In addition, no identification need be made of payers from which only dividends or interest, anything of pecuniary value reported under s. 19.56 or reportable under s. 19.57 or political contributions reported under ch. 11 were received.

(f) If the individual who is required to file or a member of his or her immediate family received \$10,000 or more of his or her income for the preceding taxable year from a partnership, limited liability company, corporation electing to be taxed as a partnership under subchapter S of the internal revenue code, or service corporation under ss. 180.1901 to 180.1921 in which the individual or a member of his or her immediate family, severally or in the aggregate, has a 10 percent or greater interest, the identity of each payer from which the organization received \$10,000 or more of its income for its preceding taxable year, except that if the individual who is required to file identifies the general nature of the business in which he or she or his or her immediate family is engaged, then no identification need be made of a decedent's estate or an individual not acting as a representative of an organization, unless the individual is a lobbyist as defined in s. 13.62. In addition, no identification need be made of payers from which dividends or interest are received.

(g) The identity of each person from which the individual who is required to file received, directly or indirectly, any gift or gifts having an aggregate value of more than \$50 within the taxable year preceding the time of filing, except that the source of a gift need not be identified if the donation is permitted under s. 19.56 (3) (e), (em), or (f) or if the donor is the donee's parent, grandparent, child, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, spouse, fiancé, or fiancée.

(h) Lodging, transportation, money, or other things of pecuniary value reportable under s. 19.56 (2).

(2) Whenever a dollar amount is required to be reported pursuant to this section, it is sufficient to report whether the amount is not more than \$50,000 or more than \$50,000.

(3) (a) An individual is the owner of a trust and the trust's assets and obligations if he or she is the creator of the trust and has the power to revoke the trust without obtaining the consent of all of the beneficiaries of the trust.

(b) An individual who is eligible to receive income or other beneficial use of the principal of a trust is the owner of a proportional share of the principal in the proportion that the individual's beneficial interest in the trust bears to the total beneficial interests vested in all beneficiaries of the trust. A vested beneficial interest in a trust includes a vested reverter interest.

(4) Information which is required by this section shall be provided on the basis of the best knowledge, information and belief of the individual filing the statement.

History 1973 c. 90, Stats. 1973 s. 11.04; 1973 c. 334, ss. 33, 57, 58; Stats. 1973 s. 19.44; 1977 c. 2, 7; 1979 c. 110, s. 60, 4; (11) 1983 a. 61; 1983 a. 166, ss. 6, 16; 1983 a. 538; 1989 a. 303, 338; 1991 a. 39; 1993 a. 117, 490; 1995 a. 27; 2011 a. 32; 2015 a. 118, s. 266, (10).

Cross-reference See also ch. ETH 15, Wis. adm. code.

Law Revision Committee Note, 1983 Under the ethics code, each state public official and candidate for state public office must file a statement of economic interests with the ethics board listing the businesses, organizations and other legal entities from which they and their families received substantial income during the preceding taxable year. However, the ethics code does not require identification of individual persons from whom the income is received. This bill provides that if the individual filing the statement of economic interests identifies the general nature of the business in which the individual or a member of his or her family is engaged, then no identification need be made of the estate of any deceased individual from which income was received. This bill makes it unnecessary to identify a decedent's estate which was indebted to a state public official or candidate for state public office and makes it unnecessary to identify decedent's estates which are represented by lawyer-public officials.

A beneficiary of a future interest in a trust must identify the securities held by the trust if the individual's interest in the securities is valued at \$5,000 or more. 80 Atty. Gen. 183.

19.45 Standards of conduct; state public officials.

(1) The legislature hereby reaffirms that a state public official holds his or her position as a public trust and any effort to realize substantial personal gain through official conduct is a violation of that trust. This subchapter does not prevent any state public official from accepting other employment or following any pursuit which in no way interferes with the full and faithful discharge of his or her duties to this state. The legislature further recognizes that in a representative democracy the representatives are drawn from society and therefore cannot and should not be without all personal and economic interest in the decisions and policies of government that citizens who serve as state public officials retain their rights as citizens to interests of a personal or economic nature that standards of ethical conduct for state public officials need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those conflicts which are substantial and material and that state public officials may need to engage in employment, professional or business activities other than official duties in order to support themselves or their families and to maintain a continuity of professional or business activity or may need to maintain investments which activities or investments do not conflict with the specific provisions of this subchapter.

(2) No state public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family or for an organization with which he or she is associated. This subsection does not prohibit a state public official from using the title or prestige of his or her office to obtain contributions permitted and reported as required by ch. 11.

(3) No person may offer or give to a state public official directly or indirectly and no state public official may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the state public official's vote, official actions or judgment or could reasonably be considered as a reward for any official action or inaction on the part of the state public official. This subsection does not prohibit a state public official from engaging in outside employment.

(3m) No state public official may accept or retain any transportation, lodging, meals, food or beverage or reimbursement therefor except in accordance with s. 19.56(3).

(4) No state public official may intentionally use or disclose information gained in the course of or by reason of his or her official position or activities in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family or for any other person if the information has not been communicated to the public or is not public information.

(5) No state public official may use or attempt to use the public position held by the public official to influence or gain unlawful benefits, advantages or privileges personally or for others.

(6) No state public official, member of a state public official's immediate family nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10 percent of the outstanding equity, voting rights or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a 12-month period, in whole or in part derived from state funds, unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the commission and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within 3 years of the date on which the commission or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s. 946.13.

(7) (a) No state public official who is identified in s. 20.923 may represent a person for compensation before a department or any employee thereof, except:

1. In a contested case which involves a party other than the state with interests adverse to those represented by the state public official; or

2. At an open hearing at which a stenographic or other record is maintained; or

3. In a matter that involves only ministerial action by the department; or

4. In a matter before the department of revenue or tax appeals commission that involves the representation of a client in connection with a tax matter.

(b) This subsection does not apply to representation by a state public official acting in his or her official capacity.

(8) Except in the case where the state public officer formerly held was that of legislator, legislative employee under s. 20.923(6)(b), (f), (g) or (h), chief clerk of a house of the legislature, sergeant at arms of a house of the legislature or a permanent employee occupying the position of auditor for the legislative audit bureau:

(a) No former state public official for 12 months following the date on which he or she ceases to be a state public official may for compensation on behalf of any person other than a governmental entity make any formal or informal appearance before or negotiate with any officer or employee of the department with which he or she was associated as a state public official within 12 months prior to the date on which he or she ceased to be a state public official.

(b) No former state public official for 12 months following the date on which he or she ceases to be a state public official may for compensation on behalf of any person other than a governmental entity make any formal or informal appearance before or negotiate with, any officer or employee of a department in connection with any judicial or quasi-judicial proceeding, application, contract, claim or charge which might give rise to a judicial or quasi-judicial proceeding which was under the former official's responsibility as a state public official within 12 months prior to the date on which he or she ceased to be a state public official.

(c) No former state public official may for compensation act on behalf of any party other than the state in connection with any judicial or quasi-judicial proceeding, application, contract, claim or charge which might give rise to a judicial or quasi-judicial proceeding in which the former official participated personally and substantially as a state public official.

(9) The attorney general may not engage in the private practice of law during the period in which he or she holds that office. No justice of the supreme court and no judge of any court of record may engage in the private practice of law during the period in which he or she holds that office. No full-time district attorney may engage in the private practice of law during the period in

which he or she holds that office except as authorized in s. 978.06(5).

(10) This section does not prohibit a legislator from making inquiries for information on behalf of a person or from representing a person before a department if he or she receives no compensation therefor beyond the salary and other compensation or reimbursement to which the legislator is entitled by law except as authorized under sub. (7).

(11) The legislature recognizes that all state public officials and employees and all employees of the University of Wisconsin Hospitals and Clinics Authority should be guided by a code of ethics and thus

(a) The director of the bureau of merit recruitment and selection in the department of administration shall, with the commission's advice, promulgate rules to implement a code of ethics for classified and unclassified state employees except state public officials subject to this subchapter, personnel in the University of Wisconsin System, and officers and employees of the judicial branch.

(b) The board of regents of the University of Wisconsin System shall establish a code of ethics for personnel in that system who are not subject to this subchapter.

(c) The supreme court shall promulgate a code of judicial ethics for officers and employees of the judiciary and candidates for judicial office which shall include financial disclosure requirements. All justices and judges shall, in addition to complying with this subchapter, adhere to the code of judicial ethics.

(d) The board of directors of the University of Wisconsin Hospitals and Clinics Authority shall establish a code of ethics for employees of the authority who are not state public officials.

(12) No agency as defined in s. 16.52(7) or officer or employee thereof may present any request, or knowingly utilize any interests outside the agency to present any request to either house of the legislature or any member or committee thereof for appropriations which exceed the amount requested by the agency in the agency's most recent request submitted under s. 16.42.

(13) No state public official or candidate for state public office may directly or by means of an agent, give or offer or promise to give or withhold or offer or promise to withhold his or her vote or influence or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of or upon condition that, any other person make or refrain from making a political contribution, or provide or refrain from providing any service or other thing of value to or for the benefit of a candidate, a political party, any committee registered under ch. 11, or any person making a communication that contains a reference to a clearly identified state public official holding an elective office or to a candidate for state public office.

History 1973 c. 90 Stats. 1973 s. 11.05; 1973 c. 334 ss. 33–5; Stats. 1973 s. 19.45; 1977 c. 29; 1977 c. 196 s. 130(2); 1977 c. 223 277; 1977 c. 418 s. 923(14); 1977 c. 419 447; 1979 c. 120; 1983 a. 27 ss. 112, 2200(15); 1983 a. 166 ss. 7, 16; 1985 a. 32 s. 251(1); 1987 a. 365, 989 a. 31, 338; 1991 a. 39, 316; 1995 a. 2, 1997 a. 27, 2001 a. 109, 2003 a. 33 ss. 279, 9160; 2003 a. 39, 2007 a. 1, 2011 a. 32, 2013 a. 20 ss. 2365m, 9448; 2015 a. 55, 11, 2015 a. 118 s. 266(10).

Cross-reference See also ch. ER–MRS.24 Wis. adm. code.

A county board may provide for a penalty in the nature of a forfeiture for a violation of a code of ethics ordinance but may not bar violators from running for office. A violation is not a neglect of duties under s. 59.10 [now s. 59.15] or an *ipso facto* cause for removal under s. 17.09(1). 66 Atty. Gen. 148. See also 67 Atty. Gen. 164.

The ethics law does not prohibit a state public official from purchasing items and services that are available to the official because he or she holds public office. If the opportunity to purchase the item or service itself has substantial value, the purchase of the item or service is prohibited. 80 Atty. Gen. 201.

Sub. (12) is an unconstitutional infringement on free speech. *Barnett v. State Ethics Board*, 817 F. Supp. 67 (1993).

19.451 Discounts at certain stadiums. No person serving in a national, state or local office, as defined in s. 5.02, may accept any discount on the price of admission or parking charged to members of the general public, including any discount on the use of a sky box or private luxury box, at a stadium that is exempt from general property taxes under s. 70.11(36).

History 1991 a. 37.

19.46 Conflict of interest prohibited, exception.

(1) Except in accordance with the commission's advice under sub. (2) and except as otherwise provided in sub. (3), no state public official may

(a) Take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.

(b) Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.

(2) (a) 1. Any individual, either personally or on behalf of an organization or governmental body, may make a request of the commission in writing, electronically, or by telephone for a formal or informal advisory opinion regarding the propriety under ch. 11, subch. III of ch. 13, or this subchapter of any matter to which the person is or may become a party. Any appointing officer, with the consent of a prospective appointee, may request of the commission a formal or informal advisory opinion regarding the propriety under ch. 11, subch. III of ch. 13, or this subchapter of any matter to which the prospective appointee is or may become a party. The commission shall review a request for an advisory opinion and may issue a formal or informal written or electronic advisory opinion to the person making the request. Except as authorized or required for opinions specified in s. 19.55(4)(b), the commission's deliberations and actions upon such requests shall be in meetings not open to the public. A member of the commission may, by written request, require the commission to review an advisory opinion.

2. To have legal force and effect, each formal and informal advisory opinion issued by the commission must be supported by specific legal authority under a statute or other law, or by specific case or common law authority. Each formal and informal advisory opinion shall include a citation to each statute or other law and each case or common law authority upon which the opinion is based, and shall specifically articulate or explain which parts of the cited authority are relevant to the commission's conclusion and why they are relevant.

3. No person acting in good faith upon a formal or informal advisory opinion issued by the commission under this subsection is subject to criminal or civil prosecution for so acting if the material facts are as stated in the opinion request.

4. At each regular meeting of the commission, the commission administrator shall review informal advisory opinions requested of and issued by the administrator and that relate to recurring issues or issues of first impression for which no formal advisory opinion has been issued. The commission may determine to issue a formal advisory opinion adopting or modifying the informal advisory opinion. If the commission disagrees with a formal or informal advisory opinion that has been issued by or on behalf of the commission, the commission may withdraw the opinion, issue a revised formal or informal advisory opinion, or request an opinion from the attorney general. No person acting after the date of the withdrawal or issuance of the revised advisory opinion is exempted from prosecution under this subsection if the opinion upon which the person's action is based has been withdrawn or revised in relevant degree.

5. Except as authorized or required under s. 19.55(4)(b), no member or employee of the commission may make public the identity of the individual requesting a formal or informal advisory opinion or of individuals or organizations mentioned in the opinion.

(b) 1. The commission may authorize the commission administrator or his or her designee to issue an informal written advisory opinion or transmit an informal advisory opinion electronically on behalf of the commission, subject to such limitations as the commission deems appropriate. Every informal advisory opinion

shall be consistent with applicable formal advisory opinions issued by the commission, statute or other law, and case law.

2. Any individual may request in writing, electronically or by telephone, an informal advisory opinion from the commission under this paragraph. The commission's designee shall provide a written response, a written reference to an applicable statute or law, or a written reference to a formal advisory opinion of the commission to the individual or shall refer the request to the commission for review and the issuance of a formal advisory opinion.

3. Any person receiving an informal advisory opinion under this paragraph may, at any time, request a formal advisory opinion from the commission on the same matter.

(c) 1. Any individual may request in writing, electronically or by telephone, a formal advisory opinion from the commission or the review or modification of a formal advisory opinion issued by the commission under this paragraph. The individual making the request shall include all pertinent facts relevant to the matter. The commission shall review a request for a formal advisory opinion and may issue a formal advisory opinion to the individual making the request. Except as authorized or required for opinions specified in s. 19.55(4)(b), the commission's deliberations and actions upon such requests shall be in meetings not open to the public.

2. Any person requesting a formal advisory opinion under this paragraph may request a public or private hearing before the commission to discuss the opinion. The commission shall grant a request for a public or private hearing under this paragraph.

3. Promptly upon issuance of each formal advisory opinion, the commission shall publish the opinion together with the information specified under s. 19.55(4)(c) on the commission's Internet site.

4. If the commission declines to issue a formal advisory opinion, it may refer the matter to the attorney general or to the standing legislative oversight committees.

(3) This section does not prohibit a state public official from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit a state public official from taking official action with respect to any proposal to modify state law or the state administrative code.

History 1973 c. 90, Stats. 1973 s. 11.06, 1973 c. 334 ss. 33, 57, 58; Stats. 1973 s. 19.46, 1975 c. 422, 1977 c. 223, 277, 449, 1983 a. 166, 1985 a. 29, 1989 a. 338, 2007 a. 1, 2015 a. 118.

19.47 Operation. (1) **OFFICE.** The office of the commission shall be in Madison, but the commission may, after proper public notice and in compliance with subch. V, meet or exercise any of its powers at any other place in the state.

(2) **ADMINISTRATOR.** The commission shall appoint an administrator in the manner provided under s. 15.62(1)(b). The administrator shall be outside the classified service. The administrator shall appoint such other personnel as he or she requires to carry out the duties of the commission and may designate an employee of the commission to serve as legal counsel of the commission. The administrator shall perform such duties as the commission assigns to him or her in the administration of ch. 11, subch. III of ch. 13, and this subchapter.

(3) **STATEMENTS OF ECONOMIC INTERESTS.** All members and employees of the commission shall file statements of economic interests with the commission.

(4) **ACTION.** Any action by the commission, except an action relating to procedure of the commission, requires the affirmative vote of at least two-thirds of its members.

(5) **ANNUAL REPORT.** The commission shall submit an annual report under s. 15.04(1)(d) and shall include in its annual report the names and duties of all individuals employed by the commission and a summary of its determinations and advisory opinions issued under s. 19.46(2). Except as authorized or required under s. 19.55(4)(b), the commission shall make sufficient alterations in the summaries to prevent disclosing the identities of individuals

or organizations involved in the decisions or opinions. The commission shall identify in its report the statutory duties of the administrator of the commission together with a description of the manner in which those duties are being fulfilled. Notwithstanding ss. 19.50 and 19.55(3), the commission shall also specify in its report the total number of investigations conducted by the commission since the last annual report and a description of the nature of each investigation, including whether the investigation related to campaign finance, ethics, or lobbying. The commission may also include in its annual report any information compiled under s. 11.1304(14). The commission shall make such further reports on the matters within its jurisdiction and such recommendations for legislation as it deems appropriate.

(6) **OPERATION.** The joint committee on legislative organization shall be advisory to the commission on all matters relating to operation of the commission.

(7) **GUIDANCE FOLLOWING BINDING COURT DECISIONS.** Within 2 months following the publication of a decision of a state or federal court that is binding on the commission and this state, the commission shall issue updated guidance or formal advisory opinions, commence the rule-making procedure to revise administrative rules promulgated by the commission, or request an opinion from the attorney general on the applicability of the court decision.

(8) **STANDING.** The commission has standing to commence or intervene in any civil action or proceeding for the purpose of enforcing the laws regulating campaign finance, ethics, or lobbying or ensuring their proper administration.

(9) **POLICIES AND PROCEDURES.** (a) Annually, the commission shall adopt written policies and procedures in order to govern its internal operations and management and shall annually report such policies and procedures to the appropriate standing committees of the legislature under s. 13.172(3).

(b) Notwithstanding par. (a), the commission may reconsider at any time any policy or procedure adopted as provided under par. (a). If, upon reconsideration, the commission revises a previously reported policy or procedure, the commission shall report the revision to the appropriate standing committees of the legislature under s. 13.172(3).

(c) The commission may reconsider at any time any written directives or written guidance provided to the general public or to any person subject to the provisions of ch. 11, subch. III of ch. 13, and this subchapter with regard to the enforcement and administration of those provisions.

(10) **EMPLOYEES.** All employees of the commission shall be nonpartisan.

(11) **PAYMENTS.** The commission may accept payment by credit card, debit card, or other electronic payment mechanism for any amounts owed pursuant to the administration of ch. 11, subch. III of ch. 13, or this subchapter, and may charge a surcharge to the payer to recover charges associated with the acceptance of that electronic payment.

History 1973 c. 90, Stats. 1973 s. 11.07, 1973 c. 334 ss. 33, 7; Stats. 1973 s. 19.47, 1975 c. 426 s. 3, 1977 c. 26, 277, 1983 a. 2, 166, 378, 1987 a. 186, 1989 a. 338, 1991 a. 39, 189, 2007 a. 1, 2015 a. 118.

19.48 Duties of the ethics commission. The commission shall

(1) Promulgate rules necessary to carry out ch. 11, subch. III of ch. 13, and this subchapter. The commission shall give prompt notice of the contents of its rules to state public officials who will be affected thereby.

(2) Prescribe and make available forms for use under ch. 11, subch. III of ch. 13, and this subchapter, including the forms specified in s. 13.685(1).

(3) Accept and file any information related to the purposes of ch. 11, subch. III of ch. 13, and this subchapter which is voluntarily supplied by any person in addition to the information required by this subchapter.

(4) Preserve the statements of economic interests filed with it for a period of 6 years from the date of receipt in such form, including microfilming, optical imaging or electronic formatting, as will facilitate document retention, except that:

(a) Upon the expiration of 3 years after an individual ceases to be a state public official, the commission shall, unless the former state public official otherwise requests, destroy any statement of economic interests filed by him or her and any copies thereof in its possession.

(b) Upon the expiration of 3 years after any election at which a candidate for state public office was not elected, the commission shall destroy any statements of economic interests filed by him or her as a candidate for state public office and any copies thereof in the commission's possession, unless the individual continues to hold another position for which he or she is required to file a statement or unless the individual otherwise requests.

(c) Upon the expiration of 3 years from the action of the senate upon a nomination for state public office at which the senate refused to consent to the appointment of the nominee, the commission shall destroy any statements of economic interests filed by him or her as a nominee and any copies thereof in the commission's possession, unless the individual continues to hold another position for which he or she is required to file a statement or unless the nominee otherwise requests. This paragraph does not apply to any individual who is appointed to state public office under s. 17.20(2).

(5) Except as provided in s. 19.55(2)(c), make statements of economic interests filed with the commission available for public inspection and copying during regular office hours and make copying facilities available at a charge not to exceed actual cost.

(6) Compile and maintain an index to all the statements of economic interests currently on file with the commission to facilitate public access to such statements of economic interests.

(7) Prepare and publish special reports and technical studies to further the purposes of ch. 11, subch. III of ch. 13, and this subchapter.

(8) Report the full name and address of any individual and the full name and address of any person represented by an individual seeking to copy or obtain information from a statement of economic interests in writing to the individual who filed it, as soon as possible.

(9) Administer programs to explain and interpret ch. 11, subch. III of ch. 13, and this subchapter for state public officials and for elective state officials, candidates for state public office, legislative officials, agency officials, lobbyists, as defined in s. 13.62, local public officials, corporation counsels and attorneys for local governmental units. The programs shall provide advice regarding appropriate ethical and lobbying practices, with special emphasis on public interest lobbying. The commission may delegate creation and implementation of any such program to a group representing the public interest. The commission may charge a fee to participants in any such program.

(10) Compile and make available information filed with the commission in ways designed to facilitate access to the information. The commission may charge a fee to a person requesting information for compiling, disseminating or making available such information, except that the commission shall not charge a fee for inspection at the commission's office of any record otherwise open to public inspection under s. 19.35(1).

(11) Maintain an Internet site on which the information required to be posted by agencies under s. 16.753(4) can be posted and accessed. The information on the site shall be accessible directly or by linkage from a single page on the Internet.

History 1973 c. 90, Stats. 1973 s. 11.08; 1973 c. 33, 1977 c. 334 ss. 33–57; Stats. 1973 s. 19.48; 1975 c. 41, 1977 c. 223, 77, 1977 c. 447 ss. 3, 209; 1983 a. 166 ss. 10–16; 1985 a. 164; 1989 a. 338, 359, 199 a. 39, 769; 1995 a. 27, 99 a. 186; 2005 a. 410; 2015 a. 118 ss. 189 to 194, 266, 10.

Cross-reference See also ETH, Wis. adm. code.

19.49 Administration; enforcement. (1) **GENERAL AUTHORITY** The commission shall have the responsibility for the administration of ch. 11, subch. III of ch. 13, and this subchapter. Pursuant to such responsibility, the commission may:

(a) In the discharge of its duties and after providing notice to any party who is the subject of an investigation, subpoena and bring before it any person and require the production of any papers, book or other records relevant to an investigation. Notwithstanding s. 885.01(4), the issuance of a subpoena requires action by the commission at a meeting of the commission. A circuit court may, by order, permit the inspection and copying of the accounts and the depositor's and loan records at any financial institution as defined in s. 705.01(3) doing business in the state to obtain evidence of any violation of ch. 11 upon showing by the commission of probable cause to believe there is a violation and that such accounts and records may have a substantial relation to the violation. In the discharge of its duties, the commission may cause the deposition of witnesses to be taken in the manner prescribed for taking depositions in civil actions in circuit court.

(b) Bring civil actions to require a forfeiture for any violation of ch. 11, subch. III of ch. 13, or this subchapter or for a license revocation for any violation of subch. III of ch. 13 for which the offender is subject to a revocation. The commission may compromise and settle any civil action or potential action brought or authorized to be brought by it which, in the opinion of the commission, constitutes a minor violation, a violation caused by excusable neglect or which for other good cause shown, should not in the public interest be prosecuted under such chapter. Notwithstanding s. 778.06, a civil action or proposed civil action authorized under this paragraph may be settled for such sum as may be agreed between the parties. Any settlement made by the commission shall be in such amount as to deprive the alleged violator of any benefit of his or her wrongdoing and may contain a penal component to serve as a deterrent to future violations. In settling civil actions or proposed civil actions, the commission shall treat comparable situations in a comparable manner and shall assure that any settlement bears a reasonable relationship to the severity of the offense or alleged offense. Except as otherwise provided in sub. (2)(b), 13 and 14, and ss. 19.554 and 19.59(8), forfeiture and license revocation actions brought by the commission shall be brought in the circuit court for the county where the defendant resides or if the defendant is a nonresident of this state, in circuit court for the county wherein the violation is alleged to occur. For purposes of this paragraph, a person other than an individual resides within a county if the person's principal place of operation is located within that county. Whenever the commission enters into a settlement agreement with an individual who is accused of a civil violation of ch. 11, subch. III of ch. 13, or this subchapter or who is investigated by the commission for a possible civil violation of one of those provisions, the commission shall reduce the agreement to writing, together with a statement of the commission's findings and reasons for entering into the agreement and shall retain the agreement and statement in its office for inspection.

(c) Sue for injunctive relief, a writ of mandamus or prohibition or other such legal or equitable relief as may be appropriate to enforce any law regulating campaign financing or ensure its proper administration. No bond is required in such actions. Actions shall be brought in circuit court for the county where a violation occurs or may occur.

(1m) **COMPLAINTS** No complaint alleging a violation of s. 19.45(13) may be filed during the period beginning 120 days before a general or spring election or during the period commencing on the date of the order of a special election under s. 8.50 and ending on the date of that election against a candidate who files a declaration of candidacy to have his or her name appear on the ballot at that election.

(2) ENFORCEMENT (a) The commission shall investigate violations of laws administered by the commission and may prosecute alleged civil violations of those laws directly or through its agents under this subsection pursuant to all statutes granting or assigning that authority or responsibility to the commission. Prosecution of alleged criminal violations investigated by the commission may be brought only as provided in par. (b) 9, 12, 13, and 14 and s. 978.05(1). For purposes of this subsection, the commission may only initiate an investigation of an alleged violation of ch. 11, subch. III of ch. 13, and this subchapter other than an offense described under par. (b) 10, based on a sworn complaint filed with the commission as provided under par. (b). Neither the commission nor any member or employee of the commission, including the commission administrator, may file a sworn complaint for purposes of this subsection.

(b) 1. Any person may file a complaint with the commission alleging a violation of ch. 11, subch. III of ch. 13, or this subchapter. No later than 5 days after receiving a complaint, the commission shall notify each person who or which the complaint alleges committed such a violation. Before voting on whether to take any action regarding the complaint, other than to dismiss, the commission shall give each person receiving a notice under this subdivision an opportunity to demonstrate to the commission, in writing and within 15 days after receiving the notice, that the commission should take no action against the person on the basis of the complaint. The commission may not conduct any investigation or take any other action under this subsection solely on the basis of a complaint by an unidentified complainant.

1m. If the commission finds by a preponderance of the evidence that a complaint is frivolous, the commission may order the complainant to forfeit not more than the greater of \$500 or the expenses incurred by the commission in investigating the complaint.

2. Any person to whom ch. 11, subch. III of ch. 13, or this subchapter may have application may request the commission to make an investigation of his or her own conduct or of allegations made by other persons as to his or her conduct. Such a request shall be made in writing and shall set forth in detail the reasons therefor.

3. If the commission reviews a complaint and fails to find that there is a reasonable suspicion that a violation under subd. 1 has occurred or is occurring, the commission shall dismiss the complaint. If the commission believes that there is reasonable suspicion that a violation under subd. 1 has occurred or is occurring, the commission may by resolution authorize the commencement of an investigation. The resolution shall specifically set forth any matter that is authorized to be investigated. To assist in the investigation, the commission may elect to retain a special investigator. If the commission elects to retain a special investigator, the administrator shall submit to the commission the names of 3 qualified individuals to serve as a special investigator. The commission may retain one or more of the individuals. If the commission retains a special investigator to investigate a complaint against a person who is a resident of this state, the commission shall provide to the district attorney for the county in which the person resides a copy of the complaint and shall notify the district attorney that it has retained a special investigator to investigate the complaint. For purposes of this subdivision, a person other than an individual resides within a county if the person's principal place of operation is located within that county. The commission shall enter into a written contract with any individual who is retained as a special investigator setting forth the terms of the engagement. A special investigator who is retained by the commission may request the commission to issue a subpoena to a specific person or to authorize the special investigator to request the circuit court of the county in which the specific person resides to issue a search warrant. The commission may grant the request by approving a motion to that effect at a meeting of the commission if the commission finds that such action is legally appropriate.

4. Each special investigator who is retained by the commission shall make periodic reports to the commission as directed by the commission, but in no case may the interval for reporting exceed 30 days. If the commission authorizes the administrator to investigate any matter without retaining a special investigator, the administrator shall make periodic reports to the commission as directed by the commission, but in no case may the reporting interval exceed 30 days. During the pendency of any investigation, the commission shall meet for the purpose of reviewing the progress of the investigation at least once every 90 days. The special investigator or the administrator shall report in person to the commission at that meeting concerning the progress of the investigation. If, after receiving a report, the commission does not vote to continue an investigation for an additional period not exceeding 90 days, the investigation is terminated at the end of the reporting interval. The commission shall not expend more than \$25,000 to finance the cost of an investigation before receiving a report on the progress of the investigation and a recommendation to commit additional resources. The commission may vote to terminate an investigation at any time. If an investigation is terminated, any complaint from which the investigation arose is deemed to be dismissed by the commission. Unless an investigation is terminated by the commission at the conclusion of each investigation, the administrator shall present to the commission one of the following:

a. A recommendation to make a finding that probable cause exists to believe that one or more violations under subd. 1 have occurred or are occurring, together with a recommended course of action.

b. A recommendation for further investigation of the matter together with facts supporting that course of action.

c. A recommendation to terminate the investigation due to lack of sufficient evidence to indicate that a violation under subd. 1 has occurred or is occurring.

5. a. If the commission finds that there is probable cause to believe that a violation under subd. 1 has occurred or is occurring, the commission may authorize the administrator to file a civil complaint against the alleged violator. In such case, the administrator may request the assistance of special counsel to prosecute any action brought by the commission. If the administrator requests the assistance of special counsel with respect to any matter, the administrator shall submit to the commission the names of 3 qualified individuals to serve as special counsel. The commission may retain one of the individuals to act as special counsel. The staff of the commission shall provide assistance to the special counsel as may be required by the counsel to carry out his or her responsibilities.

b. The commission shall enter into a written contract with any individual who is retained as special counsel setting forth the terms of the engagement. The contract shall set forth the compensation to be paid such counsel by the state. The contract shall be executed on behalf of the state by the commission and the commission shall file the contract in the office of the secretary of state. The compensation shall be charged to the appropriation under s. 20.521(1)(br).

6. No individual who is appointed or retained by the commission to serve as special counsel or as a special investigator is subject to approval under s. 20.930.

7. At the conclusion of its investigation, the commission shall, in preliminary written findings of fact and conclusions based thereon, make a determination of whether or not probable cause exists to believe that a violation under subd. 1 has occurred or is occurring. If the commission determines that no probable cause exists, it shall dismiss the complaint. Whenever the commission dismisses a complaint or a complaint is deemed to be dismissed under subd. 4, the commission shall immediately send written notice of the dismissal to the accused and to the party who made the complaint.

8 The commission shall inform the accused or his or her counsel of exculpatory evidence in its possession.

9 If the commission finds that there is probable cause to believe that a violation under subd. 1 has occurred or is occurring, the commission may, in lieu of civil prosecution of any matter by the commission, refer the matter to the district attorney for the county in which the alleged violator resides, or if the alleged violator is a nonresident, to the district attorney for the county where the matter arises, or if par. (h) applies, to the attorney general or a special prosecutor. For purposes of this subdivision, a person other than an individual resides within a county if the person's principal place of operation is located within that county.

10 The commission shall, by rule, prescribe categories of civil offenses which the commission will agree to compromise and settle without a formal investigation upon payment of specified amounts by the alleged offender. The commission may authorize the administrator to compromise and settle such alleged offenses in the name of the commission if the alleged offenses by an offender, in the aggregate, do not involve payment of more than \$2,500.

11 If a special investigator or the administrator, in the course of an investigation authorized by the commission, discovers evidence that a violation under subd. 1 that was not within the scope of the authorized investigation has occurred or is occurring, the special investigator or the administrator may present that evidence to the commission. If the commission finds that there is a reasonable suspicion that a violation under subd. 1 that is not within the scope of the authorized investigation has occurred or is occurring, the commission may authorize the special investigator or the administrator to investigate the alleged violation or may elect to authorize a separate investigation of the alleged violation as provided in subd. 3.

12 If a special investigator or the administrator, in the course of an investigation authorized by the commission, discovers evidence of a potential violation of a law that is not administered by the commission arising from or in relation to the official functions of the subject of the investigation or any matter that involves campaign finance, ethics, or lobbying regulation, the special investigator or the administrator may present that evidence to the commission. The commission may thereupon refer the matter to the appropriate district attorney specified in subd. 9, or may refer the matter to the attorney general. The attorney general may then commence a civil or criminal prosecution relating to the matter.

13 Except as provided in subd. 15, if the commission refers a matter to the district attorney specified in subd. 9 for prosecution of a potential violation under subd. 1 or 12, and the district attorney informs the commission that he or she declines to prosecute any alleged civil or criminal violation related to any matter referred to the district attorney by the commission, or the district attorney fails to commence a prosecution of any civil or criminal violation related to any matter referred to the district attorney by the commission within 60 days of the date of the commission's referral, the commission may refer the matter to the district attorney for another prosecutorial unit that is contiguous to the prosecutorial unit of the district attorney to whom the matter was originally referred. If there is more than one such prosecutorial unit, the chairperson of the commission shall determine the district attorney to whom the matter shall be referred by publicly drawing lots at a meeting of the commission. The district attorney may then commence a civil or criminal prosecution relating to the matter.

14 Except as provided in subd. 15, if the commission refers a matter to a district attorney under subd. 13 for prosecution of a potential violation under subd. 1 or 12, and the district attorney informs the commission that he or she declines to prosecute any alleged civil or criminal violation related to any matter referred to the district attorney by the commission, or the district attorney fails to commence a prosecution of any civil or criminal violation related to any matter referred to the district attorney by the commission within 60 days of the date of the commission's referral,

the commission may refer the matter to the attorney general. The attorney general may then commence a civil or criminal prosecution relating to the matter.

15 The commission is not authorized to act under subd. 13 or 14 if a special prosecutor is appointed under s. 978.045 in lieu of the district attorney specified in subd. 9.

16 Whenever the commission refers a matter to special counsel or to a district attorney or to the attorney general under this subsection, the special counsel, district attorney, or attorney general shall report to the commission concerning any action taken regarding the matter. The report shall be transmitted no later than 40 days after the date of the referral. If the matter is not disposed of during that period, the special counsel, district attorney, or attorney general shall file a subsequent report at the end of each 30-day period following the filing of the initial report until final disposition of the matter.

(c) 1 No individual who serves as the administrator may have been a lobbyist, as defined in s. 13.62(11). No such individual may have served in a partisan state or local office.

2 No employee of the commission, while so employed, may become a candidate, as defined in s. 11.0101(1), for a state or partisan local office. No individual who is retained by the commission to serve as a special investigator or as special counsel may, while so retained, become a candidate, as defined in s. 11.0101(1), for any state or local office. A filing officer shall decline to accept nomination papers or a declaration of candidacy from any individual who does not qualify to become a candidate under this paragraph.

(d) No individual who serves as an employee of the commission and no individual who is retained by the commission to serve as a special investigator or a special counsel may, while so employed or retained, make a contribution, as defined in s. 11.0101(8), to a candidate for state or local office. No individual who serves as an employee of the commission and no individual who is retained by the commission to serve as a special investigator or as special counsel for 12 months prior to becoming so employed or retained, may have made a contribution, as defined in s. 11.0101(8), to a candidate for a partisan state or local office.

(e) Pursuant to any investigation authorized under par. (b), the commission has the power:

1 To require any person to submit in writing such reports and answers to questions relevant to the proceedings as the commission may prescribe, such submission to be made within such period and under oath or otherwise as the commission may determine.

2 To order testimony to be taken by deposition before any individual who is designated by the commission and has the power to administer oaths, and in such instances, to compel testimony and the production of evidence in the same manner as authorized by sub. (1)(a).

3 To pay witnesses the same fees and mileage as are paid in like circumstances by the courts of this state.

4 To request and obtain from the department of revenue copies of state income or franchise tax returns and access to other appropriate information under s. 71.78(4) regarding all persons who are the subject of such investigation.

(f) 1 Except as provided in subd. 2, no action may be taken on any complaint that is filed later than 3 years after a violation of ch. 11, subch. III of ch. 13, or this subchapter is alleged to have occurred.

2 The period of limitation under subd. 1 is tolled for a complaint alleging a violation of s. 19.45(13) or 19.59(1)(br) for the period during which such a complaint may not be filed under sub. (1m) or s. 19.59(8)(cm).

(g) If the defendant in an action for a civil violation of ch. 11, subch. III of ch. 13, or this subchapter is a district attorney or a circuit judge or a candidate for either such office, the action shall be brought by the commission. If the defendant in an action for a civil violation of ch. 11, subch. III of ch. 13, or this subchapter is the

attorney general or a candidate for that office the commission may appoint special counsel to bring suit on behalf of the state

(h) If the defendant in an action for a criminal violation of ch 11 subch III of ch 13 or this subchapter is a district attorney or a circuit judge or a candidate for either such office the action shall be brought by the attorney general If the defendant in an action for a criminal violation of ch 11 subch III of ch 13 or this subchapter is the attorney general or a candidate for that office the commission may appoint a special prosecutor to conduct the prosecution on behalf of the state

(i) Any special counsel or prosecutor who is appointed under par (g) or (h) shall be independent of the attorney general and need not be a state employee at the time of his or her appointment

(j) The commission's power to initiate civil actions under this subsection for the enforcement of ch 11 subch III of ch 13 or this subchapter shall be the exclusive remedy for alleged civil violations of ch 11 subch III of ch 13 or this subchapter

(2g) AUDITING In addition to the factual examination of reports and statements required under s 11 1304 (9), the commission shall conduct an audit of reports and statements which are required to be filed with it to determine whether violations of ch 11 have occurred The commission may examine records relating to matters required to be treated in such reports and statements The commission shall make official note in the file of a committee as defined in s 11 0101 (6) of any error or other discrepancy which the commission discovers and shall inform the person submitting the report or statement The commission may not audit reports statements or records beyond the 3-year period for which a committee must retain records under ch 11

(2q) SUPPLEMENTAL FUNDING FOR ONGOING INVESTIGATIONS The commission may request supplemental funds to be credited to the appropriation account under s 20 521 (1) (be) for the purpose of continuing an ongoing investigation initiated under sub (2) A request under this subsection shall be filed with the secretary of administration and the cochairpersons of the joint committee on finance in writing and shall contain a statement of the action requested the purposes therefor the statutory provision authorizing or directing the performance of the action and information about the nature of the investigation for which the commission seeks supplemental funds excluding the name of any individual or organization that is the subject of the investigation If the cochairpersons of the joint committee on finance do not notify the secretary of administration that the committee has scheduled a meeting for the purpose of reviewing the request within 14 working days after the commission filed the request the secretary shall supplement the appropriation under s 20 521 (1) (be) from the appropriation under s 20 505 (1) (d) in an amount not to exceed the amount the commission requested If within 14 working days after the commission filed the request the cochairpersons of the joint committee on finance notify the secretary that the committee has scheduled a meeting for the purpose of reviewing the commission's request under this subsection the secretary may supplement the appropriation under s 20 521 (1) (be) only with the committee's approval The committee and the secretary shall notify the commission of all their actions taken under this subsection

History 2015 a 117 s 2 2015 a 118 ss 12 13 195 2017 a 366

19.50 Unauthorized release of records or information.

(1) Except as specifically authorized by law and except as provided in sub (2) no investigator prosecutor employee of an investigator or prosecutor or member or employee of the commission may disclose information related to an investigation or prosecution under ch 11 subch. III of ch 13 or this subchapter or any other law specified in s 978 05 (1) or (2) or provide access to any record of the investigator prosecutor or the commission that is not subject to access under s 19 55 (3) to any person other than an employee or agent of the prosecutor or investigator or a member employee or agent of the commission prior to presenting the information or record in a court of law

(2) This section does not apply to any of the following communications made by an investigator prosecutor employee of an investigator or prosecutor or member or employee of the commission

(a) Communications made in the normal course of an investigation or prosecution

(b) Communications with a local state or federal law enforcement or prosecutorial authority

(c) Communications made to the attorney of an investigator prosecutor employee or member of the commission or to a person or the attorney of a person who is investigated or prosecuted by the commission

History 2015 a. 118

19.55 Public inspection of records. (1) Except as provided in subs (2) to (4) all records under ch 11 this subchapter or subch. III of ch 13 in the possession of the commission are open to public inspection at all reasonable times The commission shall require an individual wishing to examine a statement of economic interests or the list of persons who inspect any statements which are in the commission's possession to provide his or her full name and address and if the individual is representing another person the full name and address of the person which he or she represents Such identification may be provided in writing or in person The commission shall record and retain for at least 3 years information obtained by it pursuant to this subsection No individual may use a fictitious name or address or fail to identify a principal in making any request for inspection

(2) The following records in the commission's possession are not open for public inspection

(c) Statements of economic interests and reports of economic transactions which are filed with the commission by members or employees of the investment board except that the commission shall refer statements and reports filed by such individuals to the legislative audit bureau for its review and except that a statement of economic interests filed by a member or employee of the investment board who is also an official required to file shall be open to public inspection

(d) Records of the social security number of any individual who files an application for licensure as a lobbyist under s 13 63 or who registers as a principal under s 13 64 except to the department of children and families for purposes of administration of s 49 22 to the department of revenue for purposes of administration of s 73 0301 and to the department of workforce development for purposes of administration of s 108 227

(3) Records obtained or prepared by the commission in connection with an investigation including the full text of any complaint received by the commission are not subject to the right of inspection and copying under s 19 35 (1) except as follows

(a) The commission shall permit inspection of records that are distributed or discussed in the course of a meeting or hearing by the commission in open session

(am) The commission shall provide to the joint committee on finance records obtained or prepared by the commission in connection with an ongoing investigation when required under s 19 49 (2q)

(b) Investigatory records of the commission may be made public in the course of a prosecution initiated under ch 11 subch III of ch 13 or this subchapter

(bm) The commission shall provide investigatory records to the state auditor and the employees of the legislative audit bureau to the extent necessary for the bureau to carry out its duties under s 13 94

(c) The commission shall provide information from investigation and hearing records that pertains to the location of individuals and assets of individuals as requested under s 49 22 (2m) by the department of children and families or by a county child support agency under s 59 53 (5)

(d) If the commission commences a civil prosecution of a person for an alleged violation of ch. 11, subch. III of ch. 13 or this subchapter as the result of an investigation, the person who is the subject of the investigation may authorize the commission to make available for inspection and copying under s. 19.35 (1) records of the investigation pertaining to that person if the records are available by law to the subject person and the commission shall then make those records available.

(e) The following records of the commission are open to public inspection and copying under s. 19.35 (1):

1. Any record of the action of the commission authorizing the filing of a civil complaint under s. 19.49 (2) (b) 5.

2. Any record of the action of the commission referring a matter to a district attorney or other prosecutor for investigation or prosecution.

3. Any record containing a finding that a complaint does not raise a reasonable suspicion that a violation of the law has occurred.

4. Any record containing a finding following an investigation that no probable cause exists to believe that a violation of the law has occurred.

(4) (a) Except as authorized or required under par. (b), records obtained in connection with a request for an advisory opinion issued under s. 19.46 (2) other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions or organizations on whose behalf they are requested are not subject to the right of inspection and copying under s. 19.35 (1). Except as authorized or required under par. (b), the commission shall make sufficient alterations in the summaries to prevent disclosing the identities of individuals or organizations involved in the opinions.

(b) The commission may make records obtained in connection with an informal advisory opinion under par. (a) public with the consent of the individual requesting the informal advisory opinion or the organization or governmental body on whose behalf it is requested. A person who makes or purports to make public the substance of or any portion of an informal advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an informal advisory opinion and of any records obtained or prepared by the commission in connection with the request for an informal advisory opinion.

(c) Within 30 days after completing an investigation related to and the preparation of a formal advisory opinion on a matter under the jurisdiction of the commission, the commission shall make public the formal advisory opinion and records obtained in connection with the request for the formal advisory opinion, replacing the identity of any organization or governmental body on whose behalf the formal opinion is requested with generic descriptive terms. The commission shall redact information related to the identity of any natural person making the request.

History 1977 c. 277, 1981 c. 335 s. 26, 1983 a. 166 ss. 15, 16, 1985 a. 164, 1989 a. 31, 338, 1997 a. 191, 237, 1999 a. 32, 2007 a. 1, 20, 2013 a. 36, 2015 a. 118 ss. 197 to 200, 266 (10).

The extent of confidentiality of investment board nominees' statements of economic interests rests in the sound discretion of the senate committee to which the nomination is referred. 68 Atty. Gen. 378.

19.552 Action to compel compliance. Whenever a violation of the laws regulating campaign financing occurs or is proposed to occur, the attorney general or the district attorney of the county where the violation occurs or is proposed to occur may sue for injunctive relief, a writ of mandamus or prohibition, or other such legal or equitable relief as may be appropriate to compel compliance with the law. No bond is required in such actions.

History 015 a. 118.

19.554 Petition for enforcement. In addition to or in lieu of filing a complaint, any elector may file a verified petition alleging such facts as are within his or her knowledge to indicate that an election official has failed or is failing to comply with any law regulating campaign financing or proposes to act in a manner

inconsistent with such a law and requesting that an action be commenced for injunctive relief, a writ of mandamus or prohibition or other such legal or equitable relief as may be appropriate to compel compliance with the law. The petition shall be filed with the district attorney for the county having jurisdiction to prosecute the alleged failure to comply under s. 978.05 (1) and (2). The district attorney may then commence the action or dismiss the petition. If the district attorney declines to act upon the petition or if the district attorney fails to act upon the petition within 15 days of the date of filing, the petitioner may file the same petition with the attorney general, who may then commence the action.

History 2015 a. 118.

19.56 Honorariums, fees and expenses. (1) Every state public official is encouraged to meet with clubs, conventions, special interest groups, political groups, school groups and other gatherings to discuss and to interpret legislative, administrative, executive or judicial processes and proposals and issues initiated by or affecting a department or the judicial branch.

(2) (a) Except as provided in par. (b), every official required to file who receives for a published work or for the presentation of a talk or participation in a meeting, any lodging, transportation, money or other thing with a combined pecuniary value exceeding \$50, excluding the value of food or beverage offered coincidentally with a talk or meeting, shall, on his or her statement of economic interests, report the identity of every person from whom the official receives such lodging, transportation, money or other thing during his or her preceding taxable year, the circumstances under which it was received and the approximate value thereof.

(b) An official need not report on his or her statement of economic interests under par. (a) information pertaining to any lodging, transportation, money or other thing of pecuniary value which:

1. The official returns to the payor within 30 days of receipt.

2. Is paid to the official by a person identified on the official's statement of economic interests under s. 19.44 (1) (e) or (f) as a source of income.

3. The official can show by clear and convincing evidence was unrelated to and did not arise from the recipient's holding or having held a public office and was made for a purpose unrelated to the purposes specified in sub. (1).

4. The official has previously reported to the commission as a matter of public record.

5. Is paid by the department or municipality of which the official's state public office is a part, or, in the case of a district attorney, is paid by that department or a county which the district attorney serves, or, in the case of a justice or judge of a court of record, is paid from the appropriations for operation of the state court system, or

6. Is made available to the official by the Wisconsin Economic Development Corporation or the department of tourism in accordance with sub. (3) (e), (em) or (f).

(3) Notwithstanding s. 19.45,

(a) A state public official may receive and retain reimbursement or payment of actual and reasonable expenses and an elected official may retain reasonable compensation for a published work or for the presentation of a talk or participation in a meeting related to a topic specified in sub. (1) if the payment or reimbursement is paid or arranged by the organizer of the event or the publisher of the work.

(b) A state public official may receive and retain anything of value if the activity or occasion for which it is given is unrelated to the official's use of the state's time, facilities, services or supplies not generally available to all citizens of this state and the official can show by clear and convincing evidence that the payment or reimbursement was unrelated to and did not arise from the recipient's holding or having held a public office and was paid for a purpose unrelated to the purposes specified in sub. (1).

(c) A state public official may receive and retain from the state or on behalf of the state transportation lodging meals food or beverage or reimbursement therefor or payment or reimbursement of actual and reasonable costs that the official can show by clear and convincing evidence were incurred or received on behalf of the state of Wisconsin and primarily for the benefit of the state and not primarily for the private benefit of the official or any other person

(d) A state public official may receive and retain from a political committee under ch 11 transportation lodging meals food or beverage or reimbursement therefor or payment or reimbursement of costs permitted and reported in accordance with ch 11

(e) A state public official who is an officer or employee of the Wisconsin Economic Development Corporation may solicit, receive and retain on behalf of the state anything of value for the purpose of any of the following

1 The sponsorship by the Wisconsin Economic Development Corporation of a trip to a foreign country primarily to promote trade between that country and this state that the Wisconsin Economic Development Corporation can demonstrate through clear and convincing evidence is primarily for the benefit of this state

2 Hosting individuals in order to promote business economic development tourism or conferences sponsored by multi state national or international associations of governments or governmental officials

(em) A state public official who is an officer or employee of the department of tourism may solicit, receive and retain on behalf of the state anything of value for the purpose of hosting individuals in order to promote tourism

(f) A state public official or a local public official may receive and retain from the Wisconsin Economic Development Corporation anything of value which the Wisconsin Economic Development Corporation is authorized to provide under par (e) and may receive and retain from the department of tourism anything of value which the department of tourism is authorized to provide under par (em)

(4) If a state public official receives a payment not authorized by this subchapter in cash or otherwise for a published work or a talk or meeting the official may not retain it If practicable the official shall deposit it with the department or municipality with which he or she is associated or in the case of a justice or judge of a court of record, with the director of state courts If that is not practicable the official shall return it or its equivalent to the payor or convey it to the state or to a charitable organization other than one with which he or she is associated

History 1977 277 1983 a 61 538 1985 a 203 1989 a 31 338 1991 a 39 1995 a 27 ss 455 to 457 9116(5) 2011 a 32 2015 a 118 s 266 10) 201 a 112
The interaction of s 19.56 with the prohibition against furnishing anything of pecuniary value to state officials under s 13.625 is discussed 80 Atty Gen 205

19.57 Conferences, visits and economic development activities. The Wisconsin Economic Development Corporation shall file a report with the commission no later than April 30 annually specifying the source and amount of anything of value received by the Wisconsin Economic Development Corporation during the preceding calendar year for a purpose specified in s 19.56 (3) (e) and the program or activity in connection with which the thing is received together with the location and date of that program or activity

History 1991 a 39 995 a 27 s 91 6 5) 2011 a 32 201 a 118 s 266 10

19.575 Tourism activities. The department of tourism shall file a report with the commission no later than April 30 annually specifying the source and amount of anything of value received by the department of tourism during the preceding calendar year for a purpose specified in s 19.56 (3) (em) and the program or activity in connection with which the thing is received together with the location and date of that program or activity

History 1995 a 27 2015 a 118 s 266 10)

19.579 Civil penalties. (1) Except as provided in sub (2) any person who violates this subchapter may be required to forfeit not more than \$500 for each violation of s 19.43 19.44 or 19.56 (2) or not more than \$5,000 for each violation of any other provision of this subchapter If the court determines that the accused has realized economic gain as a result of the violation the court may in addition order the accused to forfeit the amount gained as a result of the violation In addition if the court determines that a state public official has violated s 19.45 (13) the court may order the official to forfeit an amount equal to the amount or value of any political contribution service or other thing of value that was wrongfully obtained If the court determines that a state public official has violated s 19.45 (13) and no political contribution service or other thing of value was obtained the court may order the official to forfeit an amount equal to the maximum contribution authorized under s 11.1101 (1) for the office held or sought by the official whichever amount is greater The attorney general when so requested by the commission shall institute proceedings to recover any forfeiture incurred under this section which is not paid by the person against whom it is assessed

(2) Any person who violates s 19.45 (13) may be required to forfeit not more than \$5,000

History 2003 a 39 2007 a 1 ss 121 130 131 2015 a 117 2015 a 118 s 66 (10)

19.58 Criminal penalties. (1) (a) Any person who intentionally violates any provision of this subchapter except s 19.45 (13) or 19.59 (1) (br) or a code of ethics adopted or established under s 19.45 (11) (a) or (b) shall be fined not less than \$100 nor more than \$5,000 or imprisoned not more than one year in the county jail or both

(b) Any person who intentionally violates s 19.45 (13) or 19.59 (1) (br) is guilty of a Class I felony

(2) The penalties under sub (1) do not limit the power of either house of the legislature to discipline its own members or to impeach a public official or limit the power of a department to discipline its state public officials or employees

(3) In this section intentionally has the meaning given under s 939.23

(4) A person who violates s 19.50 may be fined not more than \$10,000 or imprisoned for not more than 9 months or both

History 1973 c 90 Stats 1973 s 11 10 19 3 c 334 ss 33 5 58 Stats 197 s 19 50 1975 c 200 1977 c 277 ss 34 37 Stats 1977 s 19 58 2003 a 39 2015 a 118

19.59 Codes of ethics for local government officials, employees and candidates. (1) (a) No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family or for an organization with which he or she is associated A violation of this paragraph includes the acceptance of free or discounted admissions to a professional baseball or football game by a member of the district board of a local professional baseball park district created under subch III of ch 229 or a local professional football stadium district created under subch IV of ch 229 This paragraph does not prohibit a local public official from using the title or prestige of his or her office to obtain campaign contributions that are permitted and reported as required by ch 11 This paragraph does not prohibit a local public official from obtaining anything of value from the Wisconsin Economic Development Corporation or the department of tourism as provided under s 19.56 (3) (f)

(b) No person may offer or give to a local public official directly or indirectly and no local public official may solicit or accept from any person directly or indirectly anything of value if it could reasonably be expected to influence the local public official's vote official actions or judgment or could reasonably be considered as a reward for any official action or inaction on the part of the local public official This paragraph does not prohibit a local public official from engaging in outside employment



(br) No local public official or candidate for local public office may directly or by means of an agent give or offer or promise to give or withhold or offer or promise to withhold his or her vote or influence or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of or upon condition that, any other person make or refrain from making a political contribution or provide or refrain from providing any service or other thing of value to or for the benefit of a candidate, a political party, any committee registered under ch. 11 or any person making a communication that contains a reference to a clearly identified local public official holding an elective office or to a candidate for local public office.

(c) Except as otherwise provided in par. (d), no local public official may

1. Take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.

2. Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official's immediate family, either separately or together, or an organization with which the official is associated.

(d) Paragraph (c) does not prohibit a local public official from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit a local public official from taking official action with respect to any proposal to modify a county or municipal ordinance.

(f) Paragraphs (a) to (c) do not apply to the members of a local committee appointed under s. 289.33(7)(a) to negotiate with the owner or operator of, or applicant for a license to operate, a solid waste disposal or hazardous waste facility under s. 289.33 with respect to any matter contained or proposed to be contained in a written agreement between a municipality and the owner, operator or applicant or in an arbitration award or proposed award that is applicable to those parties.

(g) 1. In this paragraph

a. District means a local professional baseball park district created under subch. III of ch. 229 or a local professional football stadium district created under subch. IV of ch. 229.

b. 'District board member' means a member of the district board of a district.

2. No district board member may accept or retain any transportation, lodging, meals, food or beverage, or reimbursement therefor, except in accordance with this paragraph.

3. A district board member may receive and retain reimbursement or payment of actual and reasonable expenses for a published work or for the presentation of a talk or participation in a meeting related to processes, proposals and issues affecting a district if the payment or reimbursement is paid or arranged by the organizer of the event or the publisher of the work.

4. A district board member may receive and retain anything of value if the activity or occasion for which it is given is unrelated to the member's use of the time, facilities, services or supplies of the district not generally available to all residents of the district and the member can show by clear and convincing evidence that the payment or reimbursement was unrelated to and did not arise from the recipient's holding or having held a public office and was paid for a purpose unrelated to the purposes specified in subd. 3.

5. A district board member may receive and retain from the district or on behalf of the district transportation, lodging, meals, food or beverage, or reimbursement therefor or payment or reimbursement of actual and reasonable costs that the member can show by clear and convincing evidence were incurred or received on behalf of the district and primarily for the benefit of the district and not primarily for the private benefit of the member or any other person.

6. No district board member may intentionally use or disclose information gained in the course of or by reason of his or her official position or activities in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family or for any other person, if the information has not been communicated to the public or is not public information.

7. No district board member may use or attempt to use the position held by the member to influence or gain unlawful benefits, advantages or privileges personally or for others.

8. No district board member, member of a district board member's immediate family, nor any organization with which the district board member or a member of the district board member's immediate family owns or controls at least 10 percent of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a 12-month period, in whole or in part derived from district funds, unless the district board member has first made written disclosure of the nature and extent of such relationship or interest to the commission and to the district. Any contract or lease entered into in violation of this subdivision may be voided by the district in an action commenced within 3 years of the date on which the commission or the district, knew or should have known that a violation of this subdivision had occurred. This subdivision does not affect the application of s. 946.13.

9. No former district board member, for 12 months following the date on which he or she ceases to be a district board member, may for compensation on behalf of any person other than a governmental entity, make any formal or informal appearance before or negotiate with any officer or employee of the district with which he or she was associated as a district board member within 12 months prior to the date on which he or she ceased to be a district board member.

10. No former district board member, for 12 months following the date on which he or she ceases to be a district board member, may for compensation on behalf of any person other than a governmental entity, make any formal or informal appearance before, or negotiate with, any officer or employee of a district with which he or she was associated as a district board member in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge which might give rise to a judicial or quasi-judicial proceeding which was under the former member's responsibility as a district board member within 12 months prior to the date on which he or she ceased to be a member.

11. No former district board member may for compensation act on behalf of any party other than the district with which he or she was associated as a district board member in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge which might give rise to a judicial or quasi-judicial proceeding in which the former member participated personally and substantially as a district board member.

(1m) In addition to the requirements of sub. (1), any county, city, village or town may enact an ordinance establishing a code of ethics for public officials and employees of the county or municipality and candidates for county or municipal elective offices.

(2) An ordinance enacted under this section shall specify the positions to which it applies. The ordinance may apply to members of the immediate family of individuals who hold positions or who are candidates for positions to which the ordinance applies.

(3) An ordinance enacted under this section may contain any of the following provisions:

(a) A requirement for local public officials, other employees of the county or municipality and candidates for local public office to identify any of the economic interests specified in s. 19.44.

(b) A provision directing the county or municipal clerk or board of election commissioners to omit the name of any candidate from an election ballot who fails to disclose his or her eco-

conomic interests in accordance with the requirements of the ordinance.

(c) A provision directing the county or municipal treasurer to withhold the payment of salaries or expenses from any local public official or other employee of the county or municipality who fails to disclose his or her economic interests in accordance with the requirements of the ordinance.

(d) A provision vesting administration and civil enforcement of the ordinance with an ethics board appointed in a manner specified in the ordinance. A board created under this paragraph may issue subpoenas, administer oaths, and investigate any violation of the ordinance on its own motion or upon complaint by any person. The ordinance may empower the board to issue opinions upon request. Records of the board's opinions, opinion requests, and investigations of violations of the ordinance may be closed in whole or in part to public inspection if the ordinance so provides.

(e) Provisions prescribing ethical standards of conduct and prohibiting conflicts of interest on the part of local public officials and other employees of the county or municipality or on the part of former local public officials or former employees of the county or municipality.

(f) A provision prescribing a forfeiture for violation of the ordinance in an amount not exceeding \$1,000 for each offense. A minimum forfeiture not exceeding \$100 for each offense may also be prescribed.

(4) This section may not be construed to limit the authority of a county, city, village, or town to regulate the conduct of its officials and employees to the extent that it has authority to regulate that conduct under the constitution or other laws.

(5) (a) Any individual, either personally or on behalf of an organization or governmental body, may request of a county or municipal ethics board, or in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit, an advisory opinion regarding the propriety of any matter to which the person is or may become a party. Any appointing officer, with the consent of a prospective appointee, may request of a county or municipal ethics board, or in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The county or municipal ethics board or the county corporation counsel or attorney shall review a request for an advisory opinion and may advise the person making the request. Advisory opinions and requests therefor shall be in writing. It is prima facie evidence of intent to comply with this section or any ordinance enacted under this section when a person refers a matter to a county or municipal ethics board or a county corporation counsel or attorney for a local governmental unit and abides by the advisory opinion, if the material facts are as stated in the opinion request. A county or municipal ethics board may authorize a county corporation counsel or attorney to act in its stead in instances where delay is of substantial inconvenience or detriment to the requesting party. Except as provided in par. (b), neither a county corporation counsel or attorney for a local governmental unit nor a member or agent of a county or municipal ethics board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion.

(b) A county or municipal ethics board, county corporation counsel, or attorney for a local governmental unit replying to a request for an advisory opinion may make the opinion public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested and may make public a summary of an advisory opinion issued under this subsection after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion

requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and of any records obtained or prepared by the county or municipal ethics board, the county corporation counsel, or the attorney for the local governmental unit in connection with the request for an advisory opinion.

(6) Any county corporation counsel, attorney for a local governmental unit, or statewide association of local governmental units may request the commission to issue an opinion concerning the interpretation of this section. The commission shall review such a request and may advise the person making the request.

(7) (a) Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and if the court determines that the accused has violated sub. (1) (br), the court may, in addition, order the accused to forfeit an amount equal to the amount or value of any political contribution, service, or other thing of value that was wrongfully obtained.

(b) Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and if the court determines that a local public official has violated sub. (1) (br) and no political contribution, service, or other thing of value was obtained, the court may, in addition, order the accused to forfeit an amount equal to the maximum contribution authorized under s. 11.1101 (1) for the office held or sought by the official, whichever amount is greater.

(8) (a) Subsection (1) shall be enforced in the name and on behalf of the state by action of the district attorney of any county wherein a violation may occur upon the verified complaint of any person.

(b) In addition and supplementary to the remedy provided in sub. (7), the district attorney may commence an action, separately or in conjunction with an action brought to obtain the remedy provided in sub. (7), to obtain such other legal or equitable relief, including but not limited to mandamus, injunction, or declaratory judgment, as may be appropriate under the circumstances.

(c) If the district attorney fails to commence an action to enforce sub. (1) (a), (b), or (c) to (g) within 20 days after receiving a verified complaint or if the district attorney refuses to commence such an action, the person making the complaint may petition the attorney general to act upon the complaint. The attorney general may then bring an action under par. (a) or (b) or both.

(cm) No complaint alleging a violation of sub. (1) (br) may be filed during the period beginning 120 days before a general or spring election or during the period commencing on the date of the order of a special election under s. 8.50 and ending on the date of that election against a candidate who files a declaration of candidacy to have his or her name appear on the ballot at that election.

(cn) If the district attorney for the county in which a violation of sub. (1) (br) is alleged to occur receives a verified complaint alleging a violation of sub. (1) (br), the district attorney shall, within 30 days after receipt of the complaint, either commence an investigation of the allegations contained in the complaint or dismiss the complaint. If the district attorney dismisses the complaint, with or without investigation, the district attorney shall notify the complainant in writing. Upon receiving notification of the dismissal, the complainant may then file the complaint with the attorney general or the district attorney for a county that is adjacent to the county in which the violation is alleged to occur. The attorney general or district attorney may then investigate the allegations contained in the complaint and commence a prosecution.

(d) If the district attorney prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the county wherein the violation occurs. If the attorney general prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the state.

History 1979, 120; 1981, c. 149, 1981, c. 335, s. 26; 1983, a. 166, s. 16; 1991, a. 39, 269; 1995, a. 56, 227; 1999, a. 167, 2001, a. 109, 2003, a. 39, 2007, a. 1; 2015, a. 117, 015, a. 118, ss. 204, 266, 10; 2017, a. 112.

MEMO

TO: Mayor and Common Council
FROM: Jesse A. Wesolowski, City Attorney
RE: Ethics Code repeal legislation
DATE: November 3, 2004

Background

The Common Council acted at its August 10, 2004 meeting, while the local Ethics Board membership remained without a quorum and at a single member, as reflected by the August 10, 2004 meeting minutes, to dismiss any pending complaints without prejudice and schedule a public informational hearing on 9/7/04 for the purpose of dissolving the Ethics Board and to repeal the Ethics Code with any exceptions recommended by the City Attorney. The public informational hearing was ultimately had on October 4, 2004, to allow for publication of notice, and no public comment was made or therefore, received. The Common Council acted at its October 5, 2004 meeting, as reflected by the October 5, 2004 meeting minutes, to direct the City Attorney to return to the Common Council in November with a revised statement of economic interest and enforcement and report on pending claims regarding the consideration of the repeal of the Code of Ethics in Chapter 36 of the Municipal Code of the City of Franklin, and the dissolution of the Franklin Board of Ethics, whose organization and composition is described at §36-5. of the Municipal Code.

Analysis

The substance of the proposal to repeal the Code and thereby dissolve the Board is the substance of the well-settled proposition that the governmental authority to create offices carries with it the authority to dissolve them.

“In Municipal Corporations, p. 275, McQuillin states:

‘s 12.121. Manner of abolishing offices.

Every public office is the creation of some law, and continues as such only so long as the law to which it owes its existence remains in force. When the law is legally abrogated, the office ipso facto ceases unless perpetuated by virtue of some other legal provision.’

Therefore, by repealing the original ordinance, the council has in effect terminated the remainder of the board members' terms of office. *State ex rel. Carter v. Rosenthal, supra; State ex rel. Reuss v. Giessel, supra; Clark v. Blochowiak, 241 Wis. 236, 5 N.W.2d 772 (1942).*” *League of Wisconsin Municipalities, COMMISSIONS # 157 October 6, 1981.*

All of the matters of the Council's deliberation have been considered and I additionally discussed the subjects with *League* Counsel. With regard to the 'pending' claims matter, I note that consideration of that subject was accomplished generically, rather than specifically. Without any detailed review as to what, if any claims were 'surviving' at the time of the Council direction or currently, recognizing that such status was or may be subject to debate for various reasons, further recognizing that the Board was without a quorum, and finally recognizing that there were matters before the Board during the past two years upon which the City Attorney's office was conflicted, the subject matter was researched as that generic matter of the disposition or survival of claims pending before a Board no longer in existence and any rights to or abhorrent to same. I found nothing exactly on point within Wisconsin law or treatises upon governmental subjects. *League* Counsel was unaware of any discussion anywhere upon the subject. Perhaps on an interesting historical note, the Wisconsin Supreme Court did decide that an appeal of a City of Milwaukee Board of Zoning Appeals decision denying a dairy the right to expand a building where prohibited by a then new legal concept called a "zoning ordinance" (with the landmark *Village of Euclid v. Ambler Realty Co.*, 272 U.S. 365, 47 S.Ct. 114, 71 L.Ed. 303 (1926), declaring the validity of "zoning ordinances" being three years hence), was barred upon the grounds that the Board did not legally exist (due in part to a repeal of its original charter) when the writ was brought. "We appreciate the fact that there is an increasing public interest in the constitutionality of so-called zoning ordinances, and we regret that we are unable to pass upon that very important question at this time." *State ex rel. Carter v. Rosenthal*, 179 Wis. 243, 191 N.W. 562, 564 (1923). [emphasis added]

In consideration of all of the foregoing and the discussion with *League* Counsel, the attached draft ordinances are submitted for consideration without any detail as to pending claims, the result simply being that an approval of an ordinance repealing the Code and dissolving the Board by its logical result discontinues or results in the actual dismissal of any pending matters, as they may not 'pend' before a board which does not exist: "The repeal of the act establishing the board of appeals abolished the office. The pretended board of appeals to which the writ herein was issued can point to no legal authority for its existence. Its acts amount to no more, and are no more subject to review by a court pursuant to a writ of certiorari than are those of any other five citizens of the city of Milwaukee. The writ of certiorari issued out of the circuit court to this pretended board brought no juridical controversy before the court. There was nothing before the circuit court which it might judicially consider, and it follows that there is nothing before this court for our consideration." *Id.* at 564.

The Council directed that a financial disclosure process be retained, with a revised statement following the State reporting form – the Statement of Economic Interests, as before the Council at its October 5, 2004 meeting, to be provided. Discussion was also had at that meeting as to the *prima facie* authority for local municipalities to require such filings and

Ethics Code repeal legislation

November 3, 2004

Page 3

enforce the same being found within §19.59, Stats., which also provides that the administration and civil enforcement vest in a local ethics board. As such, I have provided alternative draft ordinances for consideration by the Council. I have provided a draft Charter Ordinance, which accomplishes all of those matters directed by the Council as discussed above, with the additional provision that violations of the Ordinance are subject to enforcement upon the complaint or citation of the Common Council or the Personnel Committee, this latter provision differing from §19.59, Stats., and thus, the charter ordinance election as set forth therein. The Charter Ordinance draft also requires the filing of the Statement of Economic Interests by all City officials as are required to do so under current ordinance. It may be of some note that the proposed Statement of Economic Interests is in some instances broader than the current reporting requirements, which generally are limited to those located in or “doing business in or engaged in any transaction with or affecting the City” of Franklin.

The repeal of the prohibitory conduct provisions of the existing Code does not affect the application of the provisions pertaining to the conduct of local public officials under §19.59, Stats. As previously discussed before the Council, local public officials to which §19.59, Stats., applies without further local regulation are defined as follows: “[l]ocal public official’ means an individual holding a local public office. §19.42(7x), Stats. “) ”Local public office” means any of the following offices, except an office specified in sub. (13):

- (a) An elective office of a local governmental unit.
- (b) A county administrator or administrative coordinator or a city or village manager.
- (c) An appointive office or position of a local governmental unit in which an individual serves for a specified term, except a position limited to the exercise of ministerial action or a position filled by an independent contractor.
- (cm) The position of member of the board of directors of a local exposition district under subch. II of ch. 229 not serving for a specified term.
- (d) An appointive office or position of a local government which is filled by the governing body of the local government or the executive or administrative head of the local government and in which the incumbent serves at the pleasure of the appointing authority, except a clerical position, a position limited to the exercise of ministerial action or a position filled by an independent contractor.”

The attached noncharter ordinance provides for all of the matters considered by the Council as discussed above, but does not provide for any enforcement of the financial disclosure filing requirements (presumably, a failure to comply under such circumstance would be a “ballot box” matter), and provides for its application only to “local public officials” as defined above.

Ethics Code repeal legislation
November 3, 2004
Page 4

The differences within the Charter Ordinance draft and the noncharter ordinance draft, i.e., to which positions it applies, and the like, are not mutually exclusive within the drafts and may be 'mixed and matched'.

Finally, I have attached a draft resolution approving the form Statement of Economic Interests and Instructions for the Council's consideration.

Options

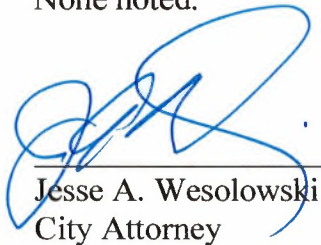
The options are all policy considerations.

Recommendation

As the Council may determine.

Fiscal Note

None noted.



Jesse A. Wesolowski
City Attorney

CITY OF FRANKLIN
NOTICE OF PUBLIC INFORMATIONAL HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public informational hearing on Monday, October 4, 2004, at 6:30 o'clock p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding the consideration of the repeal of the Code of Ethics in Chapter 36 of the Municipal Code of the City of Franklin, and the dissolution of the Franklin Board of Ethics, whose organization and composition is described at §36-5. of the Municipal Code. In the absence of a local ethics code, local public officials remain subject to the Codes of ethics for local government officials set forth under §19.59 of the Wisconsin Statutes. A copy of the Code of Ethics in Chapter 36 of the Municipal Code of the City of Franklin and a copy of §19.59 of the Wisconsin Statutes are available and open for inspection by the public in the office of the City Clerk at Franklin City Hall during normal business hours. The public is invited to attend the public informational hearing and to provide input. The proposed Ethics Code repeal and Board of Ethics dissolution actions under consideration are subject to revision following public hearing and the further consideration by the City of Franklin Common Council.

Pursuant to the direction of the City of Franklin Common Council,
dated this 17th day of September, 2004.

SANDRA L. WESOLOWSKI
CITY CLERK

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

CHARTER ORDINANCE

ORDINANCE NO. 2005- 1835

**AN ORDINANCE TO REPEAL THE CODE OF ETHICS OF
THE MUNICIPAL CODE AND TO PROVIDE FOR THE FILING OF FINANCIAL
DISCLOSURE STATEMENTS BY ELECTED OFFICIALS, CANDIDATES AND
OTHER SPECIFIED OFFICIALS OF THE CITY**

WHEREAS, the Common Council having considered the application of the Code of Ethics as set forth within Chapter 36 of the Municipal Code and the Ethics Board established thereunder, and having determined that the substantial repeal of Chapter 36 of the Municipal Code and the dissolution thereby of the Ethics Board so as to allow for the remaining application of §19.59, Stats., as it applies to local public officials as defined by §19.42(7x), Stats., by operation of law, is in the public interest and will further the more efficient administration of the City Government without adverse impact upon the public trust or the assurance of the existence of requisite integrity in the public service; and

WHEREAS, the Common Council having further determined that it continue nonetheless to provide for the filing of financial disclosure statements by those officers and persons holding specified positions of the City as are currently required to file a form of financial disclosure statement, with such statements to report information to the public as determined to be in the public interest by the Common Council, upon a statement form approved by the Common Council.

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

SECTION 1: The Common Council of the City of Franklin, Wisconsin, hereby elects, pursuant to §66.0101(4), Stats., providing in part that any law relating to the local affairs and government of the City other than those enactments of the Legislature of statewide concern as shall with uniformity affect every city, shall not apply to the City and shall cease to be in effect in the City, specifically, those provisions of §19.59(3)(d), Stats., vesting administration and civil enforcement of an ordinance enacted under §19.59, Stats., in a local ethics board appointed in a manner as set forth in an ordinance enacted under that section, as such administration and civil enforcement may pertain to the disclosure of economic interests as otherwise authorized by §19.59, Stats., so as to allow for the administration and civil enforcement of the disclosure of economic interests by way of the filing of financial disclosure statements as set forth in this Charter Ordinance.

- SECTION 2: §§36-1. and 36-2. of the Municipal Code of Franklin, Wisconsin, be and the same are hereby repealed.
- SECTION 3: §36-3.A. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: in the introductory sentence, delete: "statement of economic interest" and in place thereof, insert: "Financial Disclosure Statement"; in sub. (11), delete: "and Code Enforcement Officer"; in sub. (15), delete: "City Clerk," (the first listing thereof only); in sub. (17), as SECTION 8, below, causes the dissolution of the Ethics Board, amend "(17) Ethics Board: Chairperson and Board members.", to read as follows: "(17) (Reserved)"; in sub. (21), delete: "Financial" and in place thereof, insert: "Finance"; and in sub. (34), delete: "Finance Officer" and in place thereof, insert: "Director of Finance and Treasurer".
- SECTION 4: §36-3.B. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows:
- "Spouses and unemancipated child(ren). Any official or candidate required to file a Financial Disclosure Statement under Sub. A. above, shall also file such Statement on behalf of his or her spouse and any unemancipated child(ren), as required by such Statement, to the best of his or her knowledge, information and belief."
- SECTION 5: §36-3.C. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: immediately following "Officials", insert: "and candidates"; delete: "statements of economic interest" and in place thereof, insert: "Financial Disclosure Statements".
- SECTION 6: §36-3.C.(2) of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: delete: "30", and in place thereof, insert: "60".
- SECTION 7: §36-3.C.(3) of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows: "Each individual who in January of any year is an official required to file shall file a Financial Disclosure Statement no later than April 30 of that year. The information contained in such Statement shall be current as of the preceding December 31. Each official or candidate required to file has a duty to supplement his or her Statement whenever any information provided in a Statement as to real property located in the City changes by way of additional property being acquired, or as to any information provided in a Statement as to a person having a business relationship with the City changes by way of an additional person having to be

reported. Such supplement shall be filed upon a Financial Disclosure Statement marked 'Supplement', no later than 60 days after such change occurs. Each individual who is an official required to file shall file a Financial Disclosure Statement must additionally file not later than thirty (30) days after leaving employment or office, unless the subsequent employment or office requires the filing of a Statement under this Chapter."

SECTION 8: §36-3.C.(4) of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: delete: "statement of economic interest" and in place thereof, insert: "Financial Disclosure Statement"; delete: "Board" and in place thereof, insert: "City Clerk (in the absence of or the inability to so perform by the City Clerk, such other officer or person as may be so directed by the Mayor)".

SECTION 9: §36-3.C.(5) of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: delete: "statement of economic interest" and in place thereof, insert: "Financial Disclosure Statement".

SECTION 10: §36-3.C.(6) of the Municipal Code of Franklin, Wisconsin, be and the same is hereby repealed.

SECTION 11: §36-4. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows:

"§36-4. Form of Financial Disclosure Statement.

The official or candidate filing a Financial Disclosure Statement shall file the Statement on a form as approved by the Common Council and kept on file in the Office of the City Clerk."

SECTION 12: §36-5. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby repealed, as such, the Ethics Board having been created thereunder hereby being dissolved.

SECTION 13: §§36-6., 36-7., 36-8. and 36-9. of the Municipal Code of Franklin, Wisconsin, be and the same are hereby repealed.

SECTION 14: §36-10. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended as follows: delete: "chapter", and in place thereof, insert: "Chapter"; delete: "Board," and in place thereof, insert: "Municipal Court upon the complaint or citation of the"; add to the existing text: 'Forfeiture complaints or citations against an elected official, a candidate for such position, or a board or commission member shall be brought by the Common Council; and against any other official required to file under Sub. A. above, by the Personnel

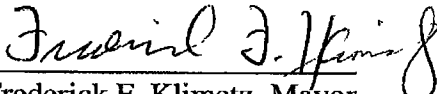
Committee. In addition to or apart from such forfeiture action, an official violating this chapter may be suspended or removed for such violation pursuant to §17.12 of the Wisconsin Statutes.”

- SECTION 15: Chapter 36 of the Municipal Code of Franklin, Wisconsin, the title only, be and the same is amended to read as follows: “FINANCIAL DISCLOSURE STATEMENT”.
- SECTION 16: §36-3. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby renumbered to §36-1.
- SECTION 17: §36-4. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby renumbered to §36-2.
- SECTION 18: §36-10. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby renumbered to §36-3.
- SECTION 19: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- SECTION 20: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.
- SECTION 21: This Charter Ordinance shall take effect upon the expiration of sixty (60) days after its passage and publication unless, within such sixty (60) days, a petition signed by a number of electors of the City of Franklin equal to not less than seven percent (7%) of the votes cast therein for governor of the last general election shall be filed in the Office of the Clerk of the City of Franklin demanding that this Charter Ordinance be submitted to a vote of the electors and then, it shall only take effect upon submission to a referendum and approval by a majority of electors voting thereon.


Introduced at a regular meeting of the Common Council of the City of Franklin this 1st day of March, 2005, by Alderman Olson.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 1st day of March, 2005.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Bergmann)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2005-5833

A RESOLUTION APPROVING THE USE, FORM AND CONTENT OF
A FINANCIAL DISCLOSURE STATEMENT AS REQUIRED BY
CHAPTER 36 OF THE MUNICIPAL CODE

WHEREAS, the Common Council having reviewed proposed forms for the reporting of economic interests by City officials as required by Chapter 36 of the Municipal Code and the instructions for the preparation of such reporting forms and having determined it appropriate to approve such forms and instructions for use within the City government until further determination by the Common Council.

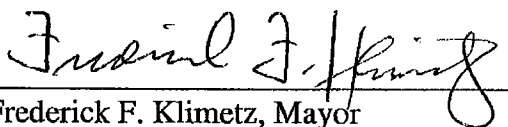
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Financial Disclosure Statement, in the form and content as annexed hereto, including the Instructions set forth therein, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the City Clerk shall utilize such form and instructions in the administration of Chapter 36 of the Municipal Code, until further action by the Common Council.

Introduced at a regular meeting of the Common Council of the City of Franklin this 1st day of March, 2005.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 1st day of March, 2005.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Bergmann)

Mail or fax to: City Clerk
 City of Franklin
 9229 West Loomis Road
 Franklin WI 53132
 Phone. 414 425.7500
 Fax 414 425 6428
 www franklinwi gov

**City of Franklin
 Financial Disclosure Statement**

For the Calendar Year 2004

Check if this is an amendment to your current statement

Last Name	First Name	Middle Name
Spouse's Last Name	First Name	Middle Name
Street Address	City	State, Zip
Phone Number	Email Address	

I am filing this statement as a (select one) incumbent elective office holder candidate for elective office non-elective office holder (includes Board and Commission members) employee

Office, Board or Commission	Job Title
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INSTRUCTIONS

Each part must be answered. Incomplete Statements will be returned. Please note that the Statement must be affirmed and signed. Complete the form by printing legibly or typing. Financial Disclosure Statements filed with the City of Franklin are available for public inspection, photocopying, and possible access on the City web site (www.franklinwi.gov).

WHO MUST FILE THIS FORM, AND WHEN

- 1) Every official listed in 36-3 of the Franklin Municipal Code and local public officials, as defined in 19.42(7x) of the Wisconsin Statutes, must file this financial disclosure form no later than April 30 of every year.
- 2) Candidates for City elective offices must file this financial disclosure form no later than the time of the candidate's filing of nomination papers for such office.
- 3) The persons listed in (1) above, must additionally file not later than sixty (60) days after employment or taking office, unless the previous employment or office required the filing of a statement under this section.
- 4) The same persons required to file in (1) above must additionally file not later than thirty (30) days after leaving employment or office, unless the subsequent employment or office requires the filing of a statement under this section.

DEFINITIONS OF TERMS USED IN THIS FORM

- 1) **"Business relationship"** means dealings of a person with the City seeking, obtaining, establishing, maintaining, or implementing: (A) a pecuniary interest in a contract or purchase with the City, or (B) a license or permit requiring the exercise of judgment or discretion by the City
- 2) **"Employer"** means any person from whom a City officer or employee or the officer's or employee's spouse received compensation (a customer or client of a self-employed individual in a sole proprietorship or a professional practice is not considered to be an employer).
- 3) **"Gift"** means the transfer or promise of a transfer of something of value regardless of the form without adequate and lawful consideration or consideration less than that required of others who are not City officers or employees, including the full or partial forgiveness of indebtedness, which is not extended to others who are not City officers or employees on the same terms and conditions. However, "gift" does not include gifts from relatives of less than two hundred fifty dollars (\$250) or campaign contributions subject to Ch 11 of the Wisconsin Statutes.
- 4) **"Person"** means any individual, proprietorship, partnership, unincorporated association, trust, business trust, group, or corporation, whether or not operated for profit, or governmental agency or political subdivision.

PART 1 – GIFTS

(If you have information to report below, select YES. If no information, select NO.)

Yes

No

List the name and address of any person known to have a business relationship with the City, and from whom you, your spouse, or your unemancipated child(ren) received a gift or gifts having a total fair market value in excess of one hundred dollars (\$100)

Full Name	Street Address City, State and Zip Code
Full Name	Street Address City, State and Zip Code
Full Name	Street Address City, State and Zip Code

PART 2 – REAL PROPERTY INTERESTS

(If you have information to report below, select YES. If no information, select NO.)

Yes

No

List the location of all real property located in the City of Franklin in which you, your spouse, or your unemancipated child(ren) have equitable or legal interest either amounting to five thousand dollars (\$5,000) or more or comprising ten percent (10%) or more of your net worth or the net worth of your spouse or your unemancipated child(ren). You need not include your residence unless it also serves as income property.

Property and its location

Property and its location

Property and its location

PART 3 – NON-CITY EMPLOYERS

(If you have information to report below, select YES. If no information, select NO.)

Yes

No

List the name of your employer(s) and the employer(s) of your spouse and the nature of each employer's business.

Your employer(s)

Nature of business

Spouse's employer(s)

Nature of business

PART 4 – SOLE PROPRIETORSHIP OR PROFESSIONAL PRACTICE

(If you have information to report below, select YES. If no information, select NO.)

Yes

No

List any sole proprietorship owned or professional practice operated by you or your spouse and the nature of the business.

Name of your business

Nature of business

Name of spouse's business

Nature of spouse's business

Do any clients for these businesses listed above have a business relationship with the City?

Yes

No

List the name of any client or customer from whom you or your spouse received more than thirty-three percent (33%) of your (or your spouse's) non-City income in a year

PART 5 – PARTNERSHIPS

(If you have information to report below, select YES. If no information, select NO)

Yes

No

List any partnerships in which you or your spouse is a member and the nature of the partnership business.

Name of your partnership

Nature of partnership

Name of spouse's partnership

Nature of spouse's partnership

PART 6 – OFFICER OR DIRECTOR OF CORPORATION

(If you have information to report below, select YES. If no information, select NO.)

Yes

No

List the name of any corporation in which you or your spouse is an officer or director and the nature of the corporation's business. Churches need not be listed

Name of corporation	Nature of business
Name of spouse's corporation	Nature of business

PART 7 – STOCKHOLDER OF CORPORATION

(If you have information to report below, select YES. If no information, select NO.)

Yes

No

List the name of any corporation located in the City and/or which has a business relationship with the City, in which you, your spouse, or your unemancipated child(ren) own stock or stock options having a fair market value in excess of ten thousand dollars (\$10,000) or in excess of ten percent (10%) of the value of such corporation. A time or demand deposit in a financial institution or insurance policy need not be listed.

Name of corporation	your's	spouse's	children's

PART 8 – MOST RECENT EMPLOYER

(If you have information to report below, select YES. If no information, select NO.)

Yes

No

List the name and address of your most recent former employer

Name of your most recent former employer	Street address City, State, and Zip Code
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PART 9 - DEBTS

(If you have information to report below, select YES If no information, select NO.)

Yes

No

List the name of any person located in the City and/or which has a business relationship with the City, to whom or which you, your spouse, or your unemancipated child(ren) owe a debt of in excess of one thousand dollars (\$1,000).

Name of creditor	your's	spouse's	children's

COMMENTS

AFFIRMATION

I swear or affirm, under the penalty of perjury, that the facts as presented on this Financial Disclosure Statement are true, complete, and correct to the best of my knowledge and belief.

I understand that I may file an amended statement upon discovery of additional information required to be reported.

I am aware that all of the information provided and this Statement itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this Statement upon such request or release.

I understand that the terms and provisions of this Financial Disclosure Statement are unique to the Statement as required by the City of Franklin Municipal Code and do not replace, supercede or in any way affect any other law pertaining to government officers and employees, including, but not limited at 19.59 of the Wisconsin Statutes, Code of ethics for local government officials, employees and candidates.

Signature of person filing

Date

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2005-1836

AN ORDINANCE TO PROVIDE FOR THE USE OF THE FINANCIAL DISCLOSURE STATEMENT APPROVED BY RESOLUTION NO. 2005-5833 PENDING THE EFFECTIVE DATE OF CHARTER ORDINANCE NO. 2005-1835

WHEREAS, the Common Council on March 1, 2005, having adopted Charter Ordinance No. 2005-1835, An Ordinance to Repeal the Code of Ethics of the Municipal Code and to Provide for the Filing of Financial Disclosure Statements by Elected Officials, Candidates and Other Specified Officials of the City, and Resolution No. 2005-5833, A Resolution Approving the Use, Form and Content of a Financial Disclosure Statement as Required by Chapter 36 of the Municipal Code; and

WHEREAS, the Common Council having determined to additionally ordain the use of the Financial Disclosure Statement approved pursuant to Resolution No. 2005-5833, pending the effective date of Charter Ordinance No. 2005-1835, to clearly specify the use of such Statement form for the forthcoming April 30 filing date.

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

SECTION 1: Any references to a financial disclosure or a statement of economic interest, or the content of such statement, as used within Chapter 36 of the Municipal Code of Franklin, Wisconsin, specifically, but not limited to within §§36-3. and 36-4., as existing prior to the effective date of Charter Ordinance No. 2005-1835, shall mean and be such Financial Disclosure Statement and content thereof as approved pursuant to Resolution No. 2005-5833.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.


SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this
16th day of March, 2005, by Alderman Solomon.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this 16th day of March, 2005.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

Chapter 36

ETHICS, CODE OF

- | | |
|---|---|
| § 36-1. Definitions. | § 36-7. Investigation of complaints against government officials and candidates. |
| § 36-2. Prohibited acts; exceptions. | § 36-8. Action by the City Council. |
| § 36-3. Financial disclosure. | § 36-9. Applicability. |
| § 36-4. Form of statement. | § 36-10. Violations and penalties. |
| § 36-5. Board of Ethics; organization and composition. | |
| § 36-6. Duties of the Ethics Board. | |

[HISTORY: Adopted by the Common Council of the City of Franklin 8-5-1997 by Ord. No. 97-1461 as Sec 1.11 of the 1997 Code. Amendments noted where applicable.]

§ 36-1. **Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

ANYTHING OF VALUE — Any money, property, favor, service, payment, advance, forbearance, loan, guarantee of loan or promise of future employment, but does not include compensation and expenses paid by the city, fees, honorariums and expenses of more than \$25 which are permitted and reported to the Board of Ethics, political contributions which are reported under Ch. 11, Wis. Stats. or hospitality extended for a purpose unrelated to city business.

ASSOCIATED — Any organization in which an individual or a member of his or her immediate family is a director, officer or trustee or owns or controls, directly or indirectly, at least 10% of the outstanding equity, voting rights or indebtedness, whether individually or in the aggregate.

BUSINESS — Any corporation, partnership, sole proprietorship, firm, enterprise, franchise, unincorporated association, receivership, trust or any entity organized for profit.

FINANCIAL INTEREST — Any interest which yields a monetary or other material benefit to the official or to any person employing or retaining the services of the official.

GIFT — The payment or receipt of anything of value without valuable consideration.

GOVERNMENTAL ENTITY — Any department, commission, committee, council, board, bureau, division, service, office, officer, administration, legislative body or other establishment in the executive, legislative or judicial branch of the state or a political subdivision thereof, including any Wisconsin municipality.

IMMEDIATE FAMILY:

- A. An individual's spouse.

B. An individual's relative by marriage, lineal descent or adoption.

INCOME — The meaning given under § 61 of the Federal Internal Revenue Code.

INTERNAL REVENUE CODE — The meaning given under § 71.01(6), Wis. Stats.¹

MINISTERIAL ACTION — An action performed in a prescribed manner in obedience to the mandate of legal authority without regard to the exercise of judgment as the propriety of the action being taken.

OFFICIAL — Any individual holding an elective office, any candidate for city elective office, any individual holding an office or position in the civil service of the city, any individual holding an office or position with the City which has been exempted from civil service rules or any member of any city board or commission.

PERSON — Any individual, corporation, association, partnership or joint venture.

SECURITY:

- A. Any stock, share, note, bond, debenture, evidence of indebtedness, share of beneficial interest in a business, investment contract, commodity futures contract, certificate of deposit for a security, limited partnership interest or, in general, any interest or instrument having the incidents of a security or offered in the manner in which securities are offered or any certificate of interest or participation in, temporary or interim certificate for, receipt for guarantee of or option, warrant or right to subscribe to, purchase or sell any of the foregoing.
- B. Security does not include a certificate of deposit in a mutual savings and loan association, mutual savings bank, credit union or similar association organized under the laws of any state.

SOURCE OF INCOME, ASSETS OR DEBTS — Any person providing anything of value to the official and his or her spouse.

§ 36-2. Prohibited acts; exceptions.

A. Prohibited acts.

- (1) No official shall accept anything of value from any person which may tend to impair his or her independent judgment or action in the performance of his or her official duties. This does not prohibit an official from engaging in ordinary social relations.
- (2) No official shall engage in any business or transaction or shall act or fail to act in regard to any matter which is incompatible with the proper discharge of official duties for the benefit of the public contrary to the provisions of this chapter or which would tend to impair his or her independent judgment or action in the performance of his or her official duties. No official shall solicit or accept from any person or business anything of value if it could reasonably be expected to influence such official's vote, actions or judgment or could reasonably be considered as to reward any official action

¹ Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

or inaction. These prohibitions include, but are not limited to, the personal purchase of property from City vendors by an official with authority to purchase property for the City. This subsection does not prohibit an official from engaging in outside employment.

- (3) No official other than in his or her official capacity shall appear on behalf of any private person, other than the official, his or her spouse or minor children, before any City employee, department, board, commission or other agency. No official shall engage in or accept private employment or service when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independent judgment or action in the performance of official duties, unless otherwise permitted by law and unless disclosure is made as hereinafter provided.
- (4) No official and no business in which a City official or a member of his or her immediate family is associated shall enter into a contract with the City without first disclosing it, in writing, to the Ethics Board, City Council and the City department involved. Any contract or lease entered into in violation of this subsection may be voided by the City in an action commenced within three years of the date on which the Ethics Board, the department or officer acting for the City in regard to the allocation of City funds from which payment is derived knew or should have known that a violation of this subsection occurred.
- (5) No official, member of his or her immediate family nor any business in which a City official or member of his or her immediate family is associated shall enter into a contract with the City without first disclosing it, in writing, to the Ethics Board, City Council and the City department involved. Any contract or lease entered into in violation of this subsection may be voided by the City in an action commenced within three years of the date on which the Ethics Board, department or officer acting for the City in regard to the allocation of City funds from which payment is derived knew or should have known that a violation of this subsection had occurred.
- (6) No official who participates in the making of a contract or who exercises discretion relating to the contract shall enter into any contract with the City.
- (7) No official shall vote on any matter when the official or the official's immediate family has a personal financial interest.
- (8) No official shall exceed his or her authority or breach the law or ask others to do so. No City official may intentionally use or disclose information gained by reason of his or her official position or activities in any way that could result in the receipt of anything of value for any other person if the information has not been communicated to the public or is not public information. This provision shall not be interpreted to prevent such official from reporting violations of this chapter or other illegal acts to the proper authorities.
- (9) No official shall use his or her public position or office to obtain anything of value for the official, his or her immediate family or business with which the official is associated.

- (10) Without Council authorization, no official may use or permit the use of City property for personal convenience, use or profit.
- (11) No official shall for compensation act on behalf of any party other than the City in connection with any judicial or quasi-judicial proceeding or matter which might give rise to a judicial or quasi-judicial proceeding in which the official has at any time participated personally as a City official.
- (12) No former official shall for compensation for 12 months following the date which he or she ceases to be an official act on behalf of any party other than the City in connection with any judicial or quasi-judicial proceeding or matter which might give rise to a judicial or quasi-judicial proceeding in which the former official participated personally and substantially as a City official, unless such former official submits to the Ethics Board a sworn statement setting forth the specifics, together with a request for an opinion from the Ethics Board under § 36-6, and the Board issues an opinion advising that there is no violation of this section.
- (13) No official shall grant special consideration, treatment or advantage to any person beyond that which is available to every person.
- (14) No official who is a candidate shall use City employees, funds or materials from the first day for circulating nomination papers until after the election to make or distribute more than 50 pieces of basically identical material.

B. Exceptions.

- (1) This section does not prohibit an elected official from making inquiries for information on behalf of a person or organization or representing a person or organization before a department if the official receives no compensation beyond the salary and other compensation or reimbursement to which the official is entitled by law.
- (2) This section does not prohibit a public official from taking official action with regard to regulation of the St. Martins Fair, though such official may rent parking and frontage space to fair attendees and vendors during the Fair, or from taking official action regulating the Fourth of July Celebration, while being associated with a not-for-profit public service group engaged in vending activities at such events.

§ 36-3. Financial disclosure.

- A. Officials. Any official who holds any of the following positions with the City or is a candidate for any elective position in the following list shall file a statement of economic interest:
- (1) Architectural Board: Chairperson and Board members.
 - (2) Assessor.
 - (3) Attorney, City: City Attorney and Assistants.
 - (4) (Reserved)¹

¹ Editor's Note: Former Subsection A(4), Board of Electrical Examiners, was repealed 4-5-2004 by Ord. No. 2004-1787.

- (5) Board of Health: Chairperson and Board.
- (6) Board of Public Works: Chairperson and Board.
- (7) Board of Zoning and Building Appeals: Chairperson and Board members.
- (8) Board of Water Commissioners: Chairperson, Board members and Sewer and Water Superintendent.
- (9) Department of Administration: Director of Administration, Finance Officer, Human Resources Coordinator and Assistant to the Human Resources Coordinator. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
- (10) Environmental Commission: Chairperson and Commission members. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
- (11) Building inspection: Building Inspector, Assistant Building Inspector, Electrical Inspector, Plumbing Inspector, Assistant Plumbing Inspection Supervisor and Code Enforcement Officer.
- (12) Personnel Committee: Chairperson and Committee members. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
- (13) City Plan Commission: Chairperson and Commission members.
- (14)¹Technology Commission: Chairperson and Commission members. **[Added 3-5-2002 by Ord. No. 2002-1708]**
- (15) Common Council: City Clerk, Alderpersons, all candidates for Alderperson, City Clerk and Deputy City Clerk.
- (16) Engineering: City Engineer and Assistant City Engineer.
- (17) Ethics Board: Chairperson and Board members.
- (18) Fire and Police Commission: Chairperson and Board members.
- (19) Fire Department: Chief of the Fire Department.
- (20) Fair Commission: Chairperson and Board members.
- (21) Financial Committee: Chairperson and Board members.
- (22) Public Health Services Administrator, Public Health Nurse and Health Officer.
- (23) Economic Development Commission: Chairperson and Commission members. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
- (24) Civic Celebrations Commission: Chairperson and Commission members. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
- (25) Library: Director. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
- (26) Library: Coordinator.

¹ Editor's Note: Former Subsection A(14), Civil Service Commission, was repealed 12-4-2001 by Ord. No. 2001-1687.

- (27) Mayor: Mayor and all candidates for Mayor.
 - (28) Municipal Court: Municipal Judges and all candidates for Municipal Judge.
 - (29) Parks Commission: Chairperson and Commission members. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
 - (30) Police Department: Chief of Police.
 - (31) Department of Public Works: Superintendent.
 - (32) Community Development Authority: Chairperson and Authority members. **[Amended 3-5-2002 by Ord. No. 2002-1708]**
 - (33) Treasurer, City: City Treasurer and Deputy City Treasurer.
 - (34) Finance Officer.
 - (35) EDP Systems Administrator.
 - (36) Director of Economic Development, Planning Manager and Planning Technician. **[Amended 3-5-2002 by Ord. No. 2002-1708]²**
- B. Spouses. Any official or member of a board or commission required to file a statement of financial disclosure by Subsection A shall also file on behalf of his or her spouse a statement of economic interest to the best of his or her knowledge, information or belief.
- C. Filing requirements. Officials subject to Subsection A shall file statements of economic interest with the City Clerk as follows:
- (1) Any candidate for City public office shall file a statement of economic interest at the time of filing nomination papers.
 - (2) Any newly appointed or employed City official shall file a statement of economic interest within 30 days after the commencement of appointment or employment.
 - (3) Each individual who in January of any year is an official required to file shall file a statement of economic interest no later than April 30 of that year. The information contained on such statement shall be current as of the preceding December 31. However, each person required to file has a duty to supplement his or her statement of economic interest whenever a new transaction or occurrence takes place involving doing business in or engaging in any transaction with or affecting the City. Such supplement shall be filed no later than 30 calendar days after such transaction or occurrence.
 - (4) If an official has failed to file a statement of economic interest within the required time, no salary or compensation may be paid to such official until the person files the required statement. The Board shall officially inform the City Treasurer when it has determined that an official's salary or compensation should be withheld. No member of a board or commission may participate in the board or commission until he or she has filed.

² Editor's Note: Former Subsection A(37), Assistant to the City Business Administrator, which immediately followed this subsection, was repealed 3-5-2002 by Ord. No. 2002-1708.

- (5) If a candidate for elective City office fails to file a statement of economic interest within the required time, the candidate's name shall be omitted from the election ballot.
- (6) Whenever a dollar amount is required to be reported, it shall be sufficient to report whether the amount is less than \$100,000, between \$100,001 and \$250,000, between \$250,001 and \$500,000, between \$500,001 and \$750,000, between \$750,001 and \$1,000,000 or greater than \$1,000,000.

(Cont'd on page 3607)

§ 36-4. Form of statement.

The official filing a statement of economic interest shall file the statement on a form prescribed by the City Clerk. Information which is required shall be provided on the basis of the best knowledge, information and belief of the official filing the statement. It shall contain:

- A. The name and address of the public official.
- B. The identity of any business doing business in or engaged in any transaction with or affecting the City in which the official or a member of his or her immediate family is associated.
- C. The identity of every organization doing business in or engaged in any transaction with or affecting the City with which the official or a member of his or her immediate family is associated and the nature of the association with the organization, except no identification need be made of:
 - (1) Any organization which is described in § 170(c) of the Internal Revenue Code.
 - (2) Any organization which is organized and operated primarily to influence voting at an election, including support for or opposition to present or future candidacy or referendum.
 - (3) Any nonprofit organization which is formed exclusively for social or community service purposes.
 - (4) A trust.
- D. The name of each payer from which a business receives \$1,000 or more during the prior year when an official or a member of the official's immediate family has a financial interest in the business and the business does business in or engages in any transaction with or affects the city, except if the official who is required to file identifies the general nature of the business in which the official or his or her immediate family is engaged, then no identification need be made of any individual who is a payer not acting as a representative of an organization, unless the individual is a "lobbyist" as defined in § 13.62, Wis. Stats. However, identification must be made of businesses. In addition, no identification need be made of payers from which dividends or interest are received.
- E. The name of any person doing business in or engaged in any transaction with or affecting the City to whom the official owes a debt of \$1,000 or more, excluding debts on personal residences.
- F. The identity of any business or any governmental entity doing business in or engaged in any transaction with or affecting the City in which the official owns securities having a value of \$10,000 or more.
- G. A statement of the official's income and that of any member of his or her immediate family for the preceding year. This shall include the identification of sources of income doing business in or engaged in any transaction with or affecting the city, other than interest and dividends, from which the official or any member of his or her immediate family received more than \$1,000, except if the official identifies the general nature of the business in which he or she is engaged, then no identification need be made of any individual payer. However, identification must be made of business sources.

- H. A description of the real property in the City in which the official holds an interest other than his or her principal residence and the nature of the interest held. An official's interest in real property does not include a proportional share of interest in real property if the official's pro rata share is less than 10% of the outstanding shares or is less than an equity value of \$1,000.
- I. The identity of each person doing business in or engaged in any transaction with or affecting the City from which the official received any gift or gifts having an aggregate value of more than \$25 within the taxable year preceding the time of filing, except the source of a gift need not be identified if the donor is the donee's parent, grandparent, child, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, spouse, fiance or fiancée.

§ 36-5. Board of Ethics; organization and composition.

There is created an Ethics Board of three members, who shall serve without compensation, unless the City Council otherwise provides. The Board shall consist of three citizens. The members shall be selected no later than 60 days following the passage of this section and shall be submitted by the Mayor to the City Council for confirmation. Terms of office shall be three years, except that for the initial appointees, one member shall serve for one year, another member for two years and the third for three years. The members of the Board shall select their own Chairperson. The City Attorney shall furnish the Board whatever legal assistance is necessary to carry out its functions, and the City Clerk shall furnish the Ethics Board whatever staff assistance it requires.

§ 36-6. Duties of the Ethics Board.

- A. Any official who is involved or about to be involved in any matter that could involve conduct prohibited by this chapter may apply to the Ethics Board for a confidential advisory opinion and shall be guided by the opinion rendered. Such official shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the Code before the confidential advisory decision is rendered.
- B. Requests for confidential advisory opinions, records obtained or filed in connection with requests for confidential advisory opinions and confidential advisory opinions rendered shall be closed in whole to public inspection. This shall not preclude the Board from compiling or publishing summaries of opinions rendered under Subsection A if no identification of the requester or any organization identified in the opinion is made.
- C. The Board shall investigate any complaint properly filed with it. Pursuant to any investigation conducted under this chapter, the Board has the power to:
 - (1) Require any person to submit written reports and answers to questions relevant to the proceedings as the Board may prescribe, such submission to be made within such period and under oath or otherwise as the Board may determine.
 - (2) Administer oaths and require the attendance and testimony of witnesses and the production of any documentary evidence relating to the investigation or hearing being conducted.

- (3) Issue subpoenas with an affirmative vote of two Board members.
 - (4) Order testimony be taken by deposition before any individual designated by the Board who has the power to administer oaths and, in such instances, to compel testimony and the production of evidence in the same manner as authorized by this chapter.
 - (5) Pay witness fees and mileage.
- D. The Ethics Board shall maintain a record of its investigations, inquiries and proceedings. The statements of economic interest and findings of the Board shall be public records. The City Clerk shall be custodian of all records and tapes and responsible for their safekeeping. The City Clerk shall preserve the statements of economic interest for a period of six years from the date of receipt in such form, including microfilming, as will facilitate document retention, except that:
- (1) Three years after an individual ceases to be an official, the City Clerk shall, unless the former official otherwise requests, destroy any statement of economic interest filed by the individual and any copies thereof in its possession.
 - (2) Three years after any election at which a candidate for public office was not elected, the City Clerk shall destroy any statement of economic interest filed by the individual as a candidate for public office and any copies thereof, unless the individual continues to hold another position for which he or she is required to file a statement or the individual otherwise requests.
 - (3) Three years from the action of the City Council upon a nomination of public office at which the City Council refused to consent to the appointment of the nominee, the City Clerk shall destroy any statements of economic interest filed by the nominee and any copies thereof, unless the individual continues to hold another position for which he or she is requested to file a statement or the nominee otherwise requests.

§ 36-7. Investigation of complaints against government officials and candidates.

- A. The Board may investigate any violation of this chapter on its own motion or accept from any person a sworn complaint which shall state the name of the official or candidate alleged to have committed a violation and which shall set forth the particulars thereof. No investigation may be commenced until it has been authorized by the Board by a majority vote and the person who is the subject of the investigation has been notified of the investigation pursuant to Subsection B.
- B. The Board shall forward within 10 days a copy of the sworn complaint to the accused. If no action on the sworn complaint is taken by the Board within 90 days, the complaint shall be void.
- C. Before the Board institutes any action, the official shall have the right to challenge the complaint for sufficiency and, in any event, the Board is required to make a finding of the sufficiency of the complaint before instituting any investigation.
- D. Following the findings of sufficiency of the complaint, the Board or staff members designated by its Chairperson may make a preliminary investigation with respect to an alleged violation of this chapter. No preliminary investigation of an official shall take place

until the official involved is notified, in writing. The notice shall state the nature and purpose of the investigation, the specific actions or activities to be investigated, as well as the official's due process rights.

- E. The Board of Ethics shall make a determination upon such proof submitted to it by a majority vote. The Ethics Board may dismiss the complaint for insufficiency, admonish the official, impose a forfeiture, reprimand the official or, where it is determined that misconduct, nonfeasance or malfeasance may have occurred, the Board shall refer the matter to the Personnel Committee or to the City Council. [Amended 12-4-2001 by Ord. No. 2001-1687]
- F. If an official is found not to have committed the alleged acts or failure to act, then the City shall pay the reasonable attorney's fees of the official.

§ 36-8. Action by the City Council.

- A. Complaint filed. If findings relative to an elected official or another are referred by the Board of Ethics to the City Council, the Board in reporting the matter to the City Council may recommend a hearing before the City Council to determine whether removal from office is warranted.
- B. Hearing. Any hearing by the City Council shall be conducted in accordance with, § 17.12, Wis. Stats., due process and the following provisions:
 - (1) The official must be given at least 20 days' notice of the hearing date.
 - (2) The rules of evidence in administrative proceedings under Ch. 227, Wis. Stats. shall apply to the hearing. All evidence, including certified copies of records and documents which the Council considers, shall be fully offered and made part of the record in the case. Each party shall be afforded adequate opportunity to rebut or offer countervailing evidence.
 - (3) During the hearing, the official or any person whose activities are under investigation shall be entitled to be represented by counsel of his or her own choosing. The City Council shall immediately disclose and forward to the official or his or her counsel any evidence which it possesses that may tend to clear the official.
 - (4) The official or his or her representative shall have an adequate opportunity to examine all documents and records to be used at the hearing at a reasonable time before the date of the hearing, to bring witnesses to establish all pertinent facts and circumstances and to question or refute any testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses. Upon the request of the official involved, the Council shall subpoena named individuals to appear as witnesses at the hearing to compel their attendance.
 - (5) The Council shall have the power to compel the attendance of witnesses and to issue subpoenas for books, records, documents or papers therein to be designated under the authority granted to it by § 885.01(3), Wis. Stats.
 - (6) The Council may request the Wisconsin Department of Revenue to have a designated public officer examine the income tax returns of the official whose conduct or

activities are under consideration. The examination of the official's income tax returns shall be in accordance with § 71.78, Wis. Stats. [Amended 12-15-1998 by Ord. No. 98-1526]

- C. Council action. The City Council shall make a determination in regard to the recommendation of the Board. Dismissal of the findings by the Board of Ethics as referred to Council or reprimand by the Council shall be by a majority vote. Removal from office is governed by the laws of the State of Wisconsin.
- D. Attorney's fees. If an official is found not to have committed the alleged acts or failure to act, the City shall pay the reasonable fees of the official.

§ 36-9. Applicability.

This chapter shall be operative, except when superseded by a statutory or charter provision and statutory or charter action is mandatory.

§ 36-10. Violations and penalties. [Amended 12-4-2001 by Ord. No. 2001-1687]

Any person violating this chapter shall be subject to a forfeiture not exceeding a minimum of \$100 nor more than \$1,000 for each violation which may be imposed by the Board, City Council or the Personnel Committee.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/15/2020
Reports & Recommendations	SUBJECT: Resolution for acceptance of Easement for Storm Drainage for Oakes Estates Subdivision located at approximately S. 92 nd Street, W. Warwick Way and S. Cambridge Drive, Tax Key Number 754-9998-000 (before land division).	ITEM NO. <i>6.7.</i>

Pursuant to the development of Oakes Estates Subdivision, it is necessary to install an easement for Storm Drainage for Oakes Estates Subdivision located off of S. 92nd Street, W. Warwick Way and S. Cambridge Drive.

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said easement.

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 2020-_____, a Resolution for acceptance of Easement for Storm Drainage for Oakes Estates Subdivision located at approximately S. 92nd Street, W. Warwick Way and S. Cambridge Drive, Tax Key Number 754-9998-000 (before land division).

Department of Engineering GEM/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION FOR ACCEPTANCE OF EASEMENT
FOR STORM DRAINAGE
FOR OAKES ESTATES SUBDIVISION
LOCATED AT APPROXIMATELY
S. 92ND STREET, S. WARWICK WAY AND S. CAMBRIDGE DRIVE
TAX KEY NUMBER 754-9998-000 (BEFORE LAND DIVISION)

WHEREAS, easements are required to install, maintain and operate storm drainage, sanitary sewer, watermain and temporary turn around for Oakes Estates Subdivision; and

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

GEM/db

STORM DRAINAGE EASEMENT

Oakes Estates Subdivision
At Approximately 92nd St, Warwick Way, and Cambridge Drive
Tax Key of 754-9998-000 (Before Land Division)

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

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property, a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northwest quarter of Section Nine (9), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities not including any open swale/ditch shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping, including any open swale/ditch, within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns)
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure, fence, plantings, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, and landscaping may be constructed or placed within the Easement Area as approved by the City Engineer

- 4 In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
- 5 No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
- 6 The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
- 7 The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8 That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
- 9 The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 10 The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
- 11 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
- 13 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other further, or succeeding breach of the same or any other term, covenant, or condition.
- 14 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- 16 It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

17. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed

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

ON THIS DATE OF: December 4, 2020

Oakes Estates, LLC
Company Name
By: [Signature] - Maxwell Oakes
Name and Title Owner

STATE OF WI
COUNTY OF Racine ss

Before me personally appeared on the 4th day of December, 2020, the above named Maxwell Oakes, Owner of Oakes Estates LLC (Name printed) (Title) (Development) to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation

Scott Vollmer
NOTARY PUBLIC
STATE OF WISCONSIN

NOTARY PUBLIC Scott Vollmer
My commission expires 8/29/2023

CITY OF FRANKLIN

By: Stephen R. Olson, Mayor

By: Sandra L. Wesolowski, City Clerk

STATE OF _____
COUNTY OF _____ ss

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

Notary Public _____
My commission expires _____

MORTGAGE HOLDER CONSENT

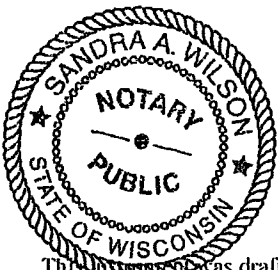
The undersigned, CITIZENS BANK, a Wisconsin banking corporation ("Mortgagee") as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on _____, 20__ in Volume _____ of Records, page ____ as Document No _____ hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property

IN WITNESS WHEREOF Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed as of the day and year first above written

CITIZENS BANK
a Wisconsin Banking Corporation
By [Signature]
Name BRETT A ENGELKING
Title VICE PRESIDENT

STATE OF WISCONSIN)
COUNTY OF ^{SS} ~~MILWAUKEE~~ Waukesha

On this, the 3 day of December, 2020 before me, the undersigned, personally appeared Brett Engelking, the Vice President of Citizens Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained



Name [Signature]
Notary Public Sandra A Wilson
State of Wisconsin
County of Waukesha
My commission expires 10-4-2023

This instrument was drafted by the City of Franklin

Approved as to contents

Manager of Franklin Municipal Water Utility

Date _____

Approved as to form only

City Attorney

Date _____

Exhibit A

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of the Northwest 1/4 of said Section 9, run thence N00°03'00"W, 659.57 feet along the West line of the Northwest 1/4 of said Section 9, thence N88°34'18"E, 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234; thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9; thence S88°35'21"W, 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description. Containing 874,719 square feet or 20.081 acres.

EXHIBIT "C"

Drainage Easement Legal Description for Lots 1 thru 6:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Commence at the Northwest corner of Lot 1 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 5/12, 2020 as Document No. 11007677; thence S00°03'00"E 12.00 feet along the West line of said Lot 1 and East right of way line of South 92nd Street to the point of beginning of this description; thence N88°34'18"E, 886.44 feet parallel with the North line of said Subdivision to the East line of Lot 6 of said Subdivision and West right of way line of South Cambridge Drive and being the point of curvature to the right, having a Westerly convexity, a radius of 470.00 feet and a chord bearing and distance of S04°03'36"E, 20.02 feet, along said West right of way line of South Cambridge Drive; thence Southerly 20.02 feet along the arc of said curve, thence S88°34'18"W, 411.66 feet parallel to said North Subdivision line; thence S00°02'05"E, 180.85 feet parallel to the West line of Lot 4 of said Subdivision, to the North right of way line of Warwick Way and being the point of curvature to the Left, having a Southerly convexity, a radius of 780.00 feet and a chord bearing and distance of N78°02'38"W, 20.45 feet; thence Westerly 20.45 feet along the arc of said curve; thence N00°02'03"W, 176.11 feet parallel to the West line of said Lot 4; thence S88°34'18"W, 456.18 feet parallel to said North Subdivision line, to the West line of said Lot 1 and East right of way line of said South 92nd Street; thence N00°03'00"W, 20.01 feet along said West line of Lot 1 and East right of way line to the Point of Beginning. Containing 21,317 square feet or 0.489 acres.

Drainage Easement Legal Description for Lots 7 & 8:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Begin at the Northwest corner of Lot No.7 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 5/12, 2020 as Document No. 11007677; thence N88°34'18"E, 335.21 feet along the North line of said Subdivision to the Northeast corner of said Lot 7; thence S00°08'32"E, 309.95 feet along the East line of said Subdivision and east lines of Lots 7 and 8 of said Subdivision to the North right of way line of Warwick Way, also being the Southeast Corner of Lot 8 of said Subdivision; thence S89°48'23"W, 20.00 feet along said North right of way line; thence N00°08'32"W, 289.51 feet parallel to said East Subdivision line; thence S88°34'18"W, 313.48 feet parallel to said North Subdivision line to the East line of said South Cambridge Drive and being the point of curvature to the Left, having a Westerly convexity, a radius of 530.00 feet and a chord bearing and distance of

N05°01'57"W, 20.04 feet; thence Northerly 20.04 feet along the arc of said curve, to the Point of Beginning. Containing 12,480 square feet or 0.287 acres.

Drainage Easement Legal Description for Lots 10 and 11:

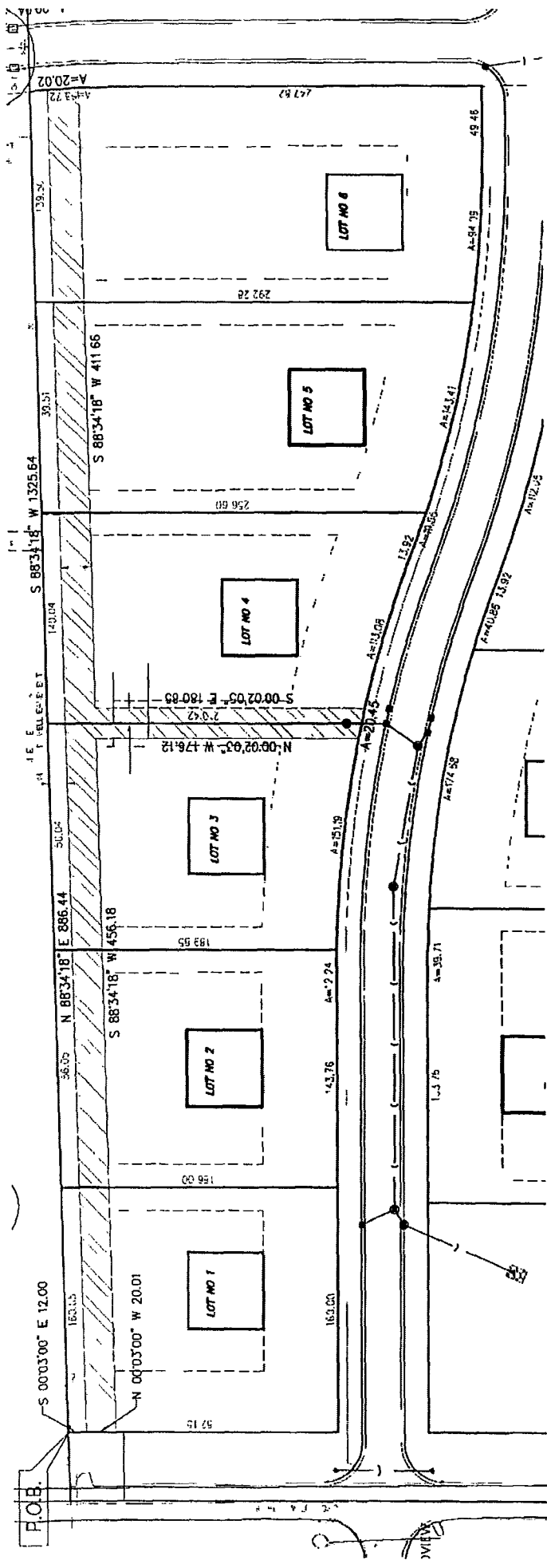
Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Commence at the Southeast corner of Lot 11 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 8/10, 2020 as Document No. 11007677; thence N00°08'32"W, 135.00 feet along the East line of said Lot 11 to the point of beginning of this description; thence S89°48'22"W, 194.23 feet parallel to the North Line of said Lot 11 to the East right of way line of South Cambridge Drive; thence N00°11'38"W, 20.00 feet along said East right of way line; thence N89°48'22"E, 194.24 feet parallel to the North Line of said Lot 11 to the East line of Lot 10 of said Subdivision; thence S00°08'32"E, 20.00 feet along the East line of said Lots 10 and 11 to the Point of Beginning. Containing 3,885 square feet or 0.089 acres.

Drainage Easement Legal Description for Outlot 1:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Begin at the Southeast corner of Outlot No.1 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 8/10, 2020 as Document No. 11007677; thence S88°35'21"W, 24.65 feet along the South line of said Subdivision and Outlot; thence N37°11'04"W, 61.63 feet; thence N88°35'21"E, 24.65 feet parallel to the South line of said Subdivision and Outlot; thence S37°11'04"E, 61.63 feet to the Point of Beginning. Containing 1,233 square feet or 0.028 acres.



P.O.B.

1 00L

N 88°34'18" E 335.21

S 88°34'18" W 313.48

LOT NO 7

LOT NO 9

LOT NO 8

CULLOIA

STONE FENCE SUBDIVISION

A=20.04

A=55.00

67.53

180.30

166.08

332.16

166.08

180.15

165.92

166.08

N 00°08'32" W 289.51

S 00°08'32" E 309.95

29.92

180.00

N 00°08'32" W 659.95

N 00°08'32" E 174.40

N 89°51'28" E 174.40

N 89°51'28" E 174.40

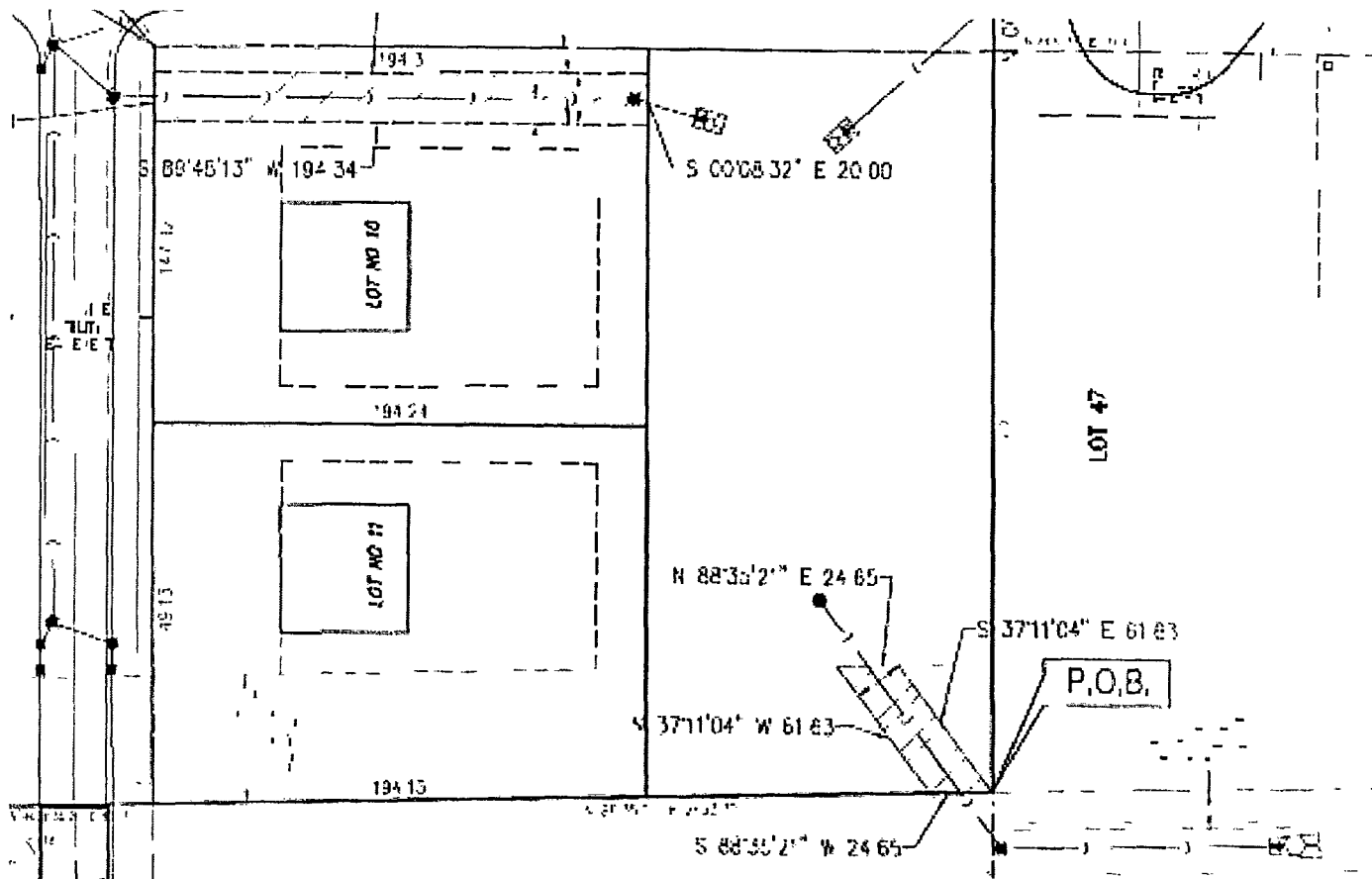
S 89°48'23" W 20.00

194.37

UTILITY
E-1-E

11 55.2
E-1-E

11 55.2
E-1-E



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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 15, 2020
Reports & Recommendations	RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. TO PREPARE A CSM FOR THE INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT FOR \$6,000	ITEM NO. <i>G.8.</i>

BACKGROUND

On August 4, 2020, Common Council awarded the design of a replacement for the Industrial Park lift station (10100 S. 60th Street) to GRAEF-USA, Inc. for \$202,100.

ANALYSIS

The current “temporary lift station” is located in the S. 60th Street right-of-way. During the design process, a decision was made to locate the new permanent lift station outside of the right-of-way and Staff has commenced with negotiations with the adjacent property owner.

The project site plan is proceeding through the Plan Comision process and the required parcel to be purchased is now known. Staff will bring a purchase offer before the Common Council in the near future. A certified survey map CSM is needed as part of this process. A CSM is not included in the initial scope of work for GRAEF.

Staff has reviewed the enclosed hourly proposal for \$6,000 dated December 3, 2020, and finds the fee to be reasonable with the needed scope.

OPTIONS

- A. Authorize Staff to sign the GRAEF proposal for CSM preparation
- B. Refer back to Staff with further direction.

FISCAL NOTE

The total design budget for this project would be \$208,100. The 2020 Sewer Fund Budget includes \$3.2 million of appropriations for this project.

RECOMMENDATION

(Option A) Motion to approve Resolution 2020-_____ a resolution to amend contract with GRAEF-USA, Inc. to prepare a CSM for the Industrial Park Lift Station (10100 S. 60th Street) replacement for \$6,000.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC.
TO PREPARE A CSM FOR THE INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET)
REPLACEMENT FOR \$6,000

WHEREAS, the City of Franklin desired to abandon the Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021; and

WHEREAS, a design contract was awarded to GRAEF-USA, Inc for professional services related to this project; and

WHEREAS, additional services are needed to create a certified survey map (CSM).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize an amendment to a professional services contract for an amount of \$6,000.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____



The Avenue
275 West Wisconsin Avenue Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

December 11, 2020

Glen Morrow
City of Franklin
9229 W Loomis Road
Franklin WI. 53132

**SUBJECT. Industrial Park Lift Station
Change Order Request- Certified Survey Map (CSM)**

Dear Mr. Morrow.

We are very pleased to provide you with this proposal to amend our professional services Agreement, dated August 6, 2020. This proposal is for additional services to complete a Certified Survey Map (CSM) for City of Franklin Industrial Park Lift Station (Project). This proposal is subject to Terms and Conditions, which were incorporated in the original agreement.

It is our understanding that the nature of the Project is preparation of a certified survey map for the City's use in negotiation for the purchase of a lift station site.

For this Project, GRAEF proposed to provide the following additional Basic Services.

Provide a certified survey map of the parcel depicted on our site drawings.

GRAEF will endeavor to perform the proposed additional Basic Services within three weeks of receiving your Notice to Proceed OR a signed agreement.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis to an estimated additional maximum fee of \$6000.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at 414-266-9098 if you have any questions regarding this proposal.



collaborate / formulate / innovate

Sincerely,

Graef-USA Inc.

Accepted by.
City of Franklin

Paul R. Eiring
Project Manager

(Signature)

Mike Paulos
Principal

(Name Printed)

(Title)

(Date)

X \\ML\2020\20200296\Project Management\Contracts\CSM Con Mod

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/20
REPORTS & RECOMMENDATIONS	AUTHORIZE DPW TO USE UNUSED FUNDS FROM THE 2020 HIGHWAY EQUIPMENT REPLACEMENT AND CAPITAL OUTLAY FUNDS FOR PURCHASES OF ADDITIONAL EQUIPMENT	ITEM NUMBER <i>G.9.</i>

The Department of Public Works is requesting approval to purchase the following equipment out of the remaining unused funds under the 2020 Budget (Highway Equipment Replacement Fund and Capital Outlay Fund)

The DPW will have approximately \$12,000 00 in unused funds between both of these accounts, and would like to purchase the following item

1. One (1) Snowblower Attachment with One (1) Salter Attachment, approx. cost \$6,000 - \$9,000

This item will be used for snow removal on City sidewalks and is an essential piece of snow removal equipment.

This item was originally requested in the 2019 & 2020 Budgets, however was ultimately cut during both Budget processes.

Due to competitive pricing from DPW's long time vendors, we were able to secure requested items at a rate better than previously anticipated, which has left us with funds available for this purchase

RECOMMENDATION

Authorize DPW staff to purchase equipment originally requested, but not granted, in the 2020 budget, using unused funds from the 2020 Equipment Replacement & 2020 Capital Outlay Funds

COUNCIL ACTION REQUESTED

Authorize DPW staff to purchase equipment using remaining funds available.

DPW KS

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<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 12/15/20</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization for the Dept of Public Works to purchase LED Street Lights</p>	<p>ITEM NUMBER <i>G10.</i></p>
<p>The Department of Public Works is requesting Council approval to utilize remaining funds in the existing Street Lighting accounts to purchase up to \$40,000.00 of LED street lights. The LED street lights will be used for replacement of current street lighting, to be replaced as needed. LED street lights will increase lifespan and light quality, and decrease electricity and maintenance costs.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p style="text-align: center;">Authorization for the Department of Public Works to purchase up to \$40,000.00 of LED street lighting equipment</p>		

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/20
REPORTS & RECOMMENDATIONS	AUTHORIZE STAFF TO SOLICIT EQUIPMENT CONSIDERED IN THE 2021 HIGHWAY EQUIPMENT REPLACEMENT AND CAPITAL OUTLAY FUNDS	ITEM NUMBER <i>G.11.</i>

BACKGROUND

Within the approved 2021 Public Works Department budget, in the Equipment Replacement and Capital Outlay Funds, is the replacement of the following pieces of equipment

- ¾ or 1-ton pickup truck
- Skid steer
- Single axle dump truck
- Trailer mounted message sign
- Stainless steel salters
- Tilt bed trailers
- Attachment replacements
- Fuel island dispenser
- Parks equipment replacements (City parks)
- Mowers
- Equipment trailers
- Snow removal equipment
- Tandem axle dump truck
- Crack sealer
- Pothole patcher truck
- Loader backhoe/Excavator

Price quotes will be solicited by DPW staff and approved by both the Board of Public Works and Common Council.

Due to the anticipated increases in pricing and current delays in manufacturing expected in 2021, we would like to begin the process of securing quotes in early January in hopes of receiving the equipment by Summer 2021

OPTIONS

Authorize DPW staff to solicit quotes for the above equipment. Quotes will be sent to the Board of Public Works for review & approval, and the recommendation will be sent to the Common Council for approval

FISCAL NOTE

These purchases are included in the 2021 approved budget as indicated above. The total amount budgeted for these items is approximately \$1,625,000 00

RECOMMENDATION

Authorize DPW staff to solicit quotes for equipment considered in the 2021 Highway budgets for the Board of Public Works to review and approve, and send to Common Council for final approval.

COUNCIL ACTION REQUESTED

Authorization for DPW staff to solicit equipment considered in the 2021 Highway Equipment Replacement and Capital Outlay Funds.

DPW KS

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 15, 2020
Reports & Recommendations	REIMBURSE WE ENERGIES TO RELOCATE ELECTRIC FACILITIES AT 2731 W. ELM ROAD IN THE AMOUNT OF \$15,392.76	ITEM NO. <i>6.12.</i>

BACKGROUND

For the proposed project to reconstruct W. Elm Road, the City of Franklin needs WE Energies to relocate their electric facilities at 2731 W. Elm Road. This design of this project is part of tax increment district (TID) 4 work and construction will be in TID 8.

ANALYSIS

WE Energies needs payment and a signed invoice for the relocation of the electric facilities to accommodate the W. Elm Road repaving plans. The upfront charge is \$15,392.76 which We Energies requires before their work begins.

OPTIONS

- A. Authorize Staff to sign the attached invoice along with the payment. Or,
- B. Refer back to Staff with further direction.

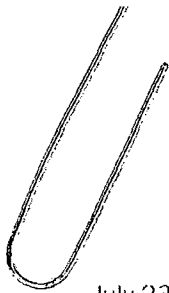
FISCAL NOTE

This project is part of TID 8 improvements. Currently, there is no increment or fund balance in TID8 and this will be funded by advances from the General Fund.

RECOMMENDATION

(Option A) Motion to direct Staff to reimburse WE Energies to relocate electric facilities at 2731 W. Elm Road in the amount of \$15,392.76.

Engineering: GEM



July 23, 2020

COPY

We Energies
WAOC
500 S 116th St
West Allis, WI 53214 1000
www we-energies com



City of Franklin
Glen Morrow
9229 W Loomis Road
Franklin, WI 53132

Subject Facility relocation at 2731 W Elm Road, Franklin, WI

Dear Glen Morrow

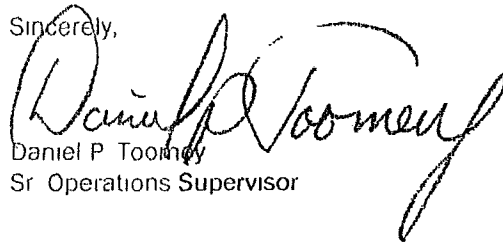
Thank you for informing us of your upcoming project to repave the road at W Elm Road We will need to relocate our electric facilities to accommodate your proposed plans

The cost to relocate our facilities is \$15,392.76 Payment will be required before our work begins Payment can be made by check, online at [www we energies com/payconstructionbill](http://www.we-energies.com/payconstructionbill) or by phone at 855-570-0998

This work is chargeable to the requestor because the relocation of the electric overhead facilities falls within our easement area The Public Service Commission of Wisconsin requires this in order to keep all customers from subsidizing this type of project

As a reminder, you need to return the signed invoice, along with your payment, in the envelope enclosed If you have questions, please call me at 414-944-5695 I look forward to working with you to make your project a success

Sincerely,


Daniel P. Toomey
Sr Operations Supervisor

Accepted by _____

Title _____ Date _____

Work Request # 4318071

Enclosure

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 15, 2020
Reports & Recommendations	RESOLUTION TO EXECUTE HARWOOD ENGINEERING CONSULTANTS, LTD. PROFESSIONAL SERVICES AGREEMENT FOR STORM WATER REVIEWS AND OTHER ON-CALL SERVICES	ITEM NO. <i>6.13.</i>

BACKGROUND

Currently, the City has professional services on-call contracts with several consulting engineers to supplement the work of Staff. One of these services involves detail review of storm water plans for compliance with City, Milwaukee Metropolitan Sewer District (MMSD), and Wisconsin Department of Natural Resources (DNR) standards. Depending on the complexity of the project and completeness of plans, each of these reviews can consume 8 hours to over a week's worth of effort.

City Staff makes every effort to provide review comments to developers in a timely manner. Numerous projects are ongoing and commencing, leading to capacity issues where some reviews are exceeding the City's requested two week turn-around for a review. As such, Staff has identified an additional consultant with expertise and capacity to review storm water plans for the City as needed.

ANALYSIS

Staff is recommending that a professional services agreement with Harwood Engineering Consultant, Ltd. (HEC) be executed to supplement the storm water review efforts. Staff has reviewed resumes and is very comfortable with the staff at HEC. Execution of the enclosed contract for professional services will allow Staff to use HEC for storm water reviews and other professional services, as needed.

The attached agreement is the City's standard boilerplate with one primary modification. The \$3M Limit of General/Commercial Liability has been lowered to \$2M. Staff finds that this modification is appropriate for the anticipated services.

OPTIONS

- A. Sign professional services on-call contract with Harwood Engineering Consultants, Ltd, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Storm water review and other plan review services are reimbursed, as needed, by developers. If other professional services are needed under this contract, that work would be completed within existing department budgets.

RECOMMENDATION

(Option A) Motion to approve Resolution 2020-_____ a resolution to execute Harwood Engineering Consultants, Ltd. professional services agreement for storm water reviews and other on-call services.

Engineering SAA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO EXECUTE HARWOOD ENGINEERING CONSULTANTS, LTD.
PROFESSIONAL SERVICES AGREEMENT FOR STORM WATER REVIEWS AND
OTHER ON-CALL SERVICES

WHEREAS, City of Franklin utilizes consultants to supplement work of Staff; and

WHEREAS, Harwood Engineering Consultants, Ltd. has particular qualified staff with expertise to provide storm water reviews and other related engineering work.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that HEC be selected to provide professional engineering services, as needed, at the direction of Staff per hourly rates attached to their proposal dated October 29, 2020, or as approved by Staff for relevant professional expertise.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
GEM/db

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Harwood Engineering Consultants, Ltd. (hereinafter "CONTRACTOR"), whose principal place of business is 255 North 21st Street, Milwaukee, WI.

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 Stormwater Management Reviews;

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 **Stormwater Management Reviews**, as described in CONTRACTOR's proposal to CLIENT dated **October 29, 2020**, 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, at our standard billing rates, 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 \$ (as agreed per project, T&M per hourly rates of latest proposal). 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. The Assistant City Engineer 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, Brad Seubert, P.E. 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. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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 for General Liability.

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 Notice to Proceed.

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. Prior to filing a lawsuit or claim against CLIENT or CONTRACTOR, the filing party must first submit to an Alternative Dispute Resolution (ADR) technique, such as non-binding mediation.

X. RECORDS RETENTION

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

DATE: _____

BY _____

PRINT NAME Paul Rotzenberg

TITLE: Director of Finance and Treasurer

DATE: _____

BY _____

PRINT NAME Sandra L. Wesolowski

TITLE City Clerk

DATE _____

HARWOOD ENGINEERING CONSULTANTS

BY:  _____

PRINT NAME: Thomas Olejniczak, PE, LEED AP

TITLE: President

DATE: 2020-12-08

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2020

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

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

PRODUCER Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin WI 53151	CONTACT NAME: Laura Brehm PHONE (A/C No, Ext): 262-439-2171 FAX (A/C, No): 262-785-9753 E-MAIL ADDRESS: laura.brehm@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Harwood Engineering Consultants, LTD 255 North 21st St Milwaukee WI 53233	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B: Valley Forge Insurance Company 20508	
	INSURER C: Arch Specialty Insurance Company 21199	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER: 161893536** **REVISION NUMBER:**

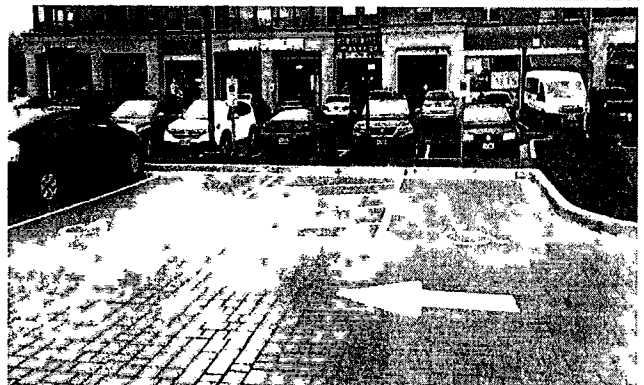
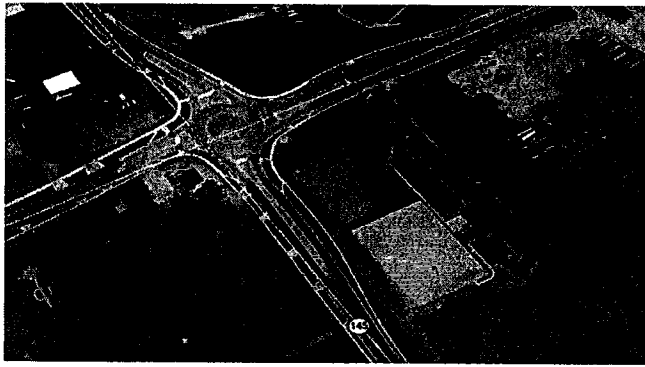
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	6020535528	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp./\$1,000 <input checked="" type="checkbox"/> Coll./\$1,000	Y	Y	6020535495	9/30/2020	9/30/2021	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6020535514	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6020535500	9/30/2020	9/30/2021	<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
C	Professional Liability & Pollution Liability			PAAEP0018204	9/29/2020	9/29/2021	\$5,000,000/Limit \$100,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project-Storm Water Review in Franklin, WI

Certificate Holder is included as additional insured on a primary non-contributory basis on general liability for work performed by named insured if required by written contract

CERTIFICATE HOLDER City of Franklin 9229 West Loomis Road Franklin WI 53132	CANCELLATION 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 



Statement of Qualifications for:



On-Call Engineering Services

October 29, 2020

Sara Arnold, P E.
Assistant City Engineer
City of Franklin
9229 West Loomis Road
Franklin, WI

RE: Statement of Qualifications
On-Call Engineering Services

Hello Sara -

Please consider the attached response an indication of Harwood Engineering's interest in collaborating with the City of Franklin for the on-call design/review services as-needed. We are providing our experience and background for your reference and use.

Harwood Engineering Consultants has provided Municipal consulting engineering related to specific projects for dozens of communities throughout Wisconsin over the years. In addition to municipal consulting, Harwood has been the Engineer on-call for a number government agencies as well as private facilities. Specifically, City of Mequon, Waukesha County Technical College, Village of Germantown, Milwaukee County, Walworth County, Aurora Psychiatric Campus, Lakeshore Technical College, and Southwest Technical College as having a former municipal engineer on staff.

- Harwood Engineering can assist with and expediate the development reviews within the City to ensure the development will meet or exceed the Municipal standards set forth in the City of Franklin design standards as well as the Zoning Code.
- We will also go over the projects with the Municipal representative to ensure complete understanding upon delivery and tailor the comments to the concerns of the community. Review comments will come in a Word format and can be further edited by the municipal representative if needed.
- Harwood will provide the Municipality with a Cloud based website that can be used for easy transfer and storage of the review materials while in use so that both parties can access and collaborate effectively without limitations of file sharing.
- We understand this effort is primarily a Civil and Site development review task, however, Harwood Engineering has the benefit of being a full-service engineering service provider offering all Engineering disciplines, including.
 - Mechanical System Evaluation and Design
 - Plumbing and Fire Protection
 - Structural Evaluation and Design
 - Construction Administration
 - Lighting Design and Review
 - Electrical System Evaluation and Design
 - Landscape Review and Design
 - Building Evaluation
- As it relates to the specific municipal review services, Harwood has the full capability to assist with all aspects of the site development review and coordination process, including:
 - General code conformance
 - Design and plan compliance
 - Stormwater management review
 - Erosion Control requirements
 - Landscape plan review
 - Utility design review
 - Construction Administration
 - WDNR permit coordination
 - Lighting plan review
 - ADA Compliance

Traditionally the fees associated with the consulting services requested are contracted on a Time & Materials basis (T&M), with a not to exceed limit established prior to approval. We propose the following hourly rates below for the individuals associated with the reviews (if you prefer one mixed hourly rate for all individuals working on the project, we can accommodate that request as well). The highlighted positions below would make up the majority of the review time with some assistance from higher levels as needed or requested from Municipal staff. We have established review contracts for municipalities and private clients in many different formats; we will work with whatever format and method works best for you. *We understand the City will bill these (pass thru) consulting services directly to the applicant as part of the municipal review process.*

Standard Hourly Rates

Principal	\$175
Project Manager / Engineer	\$110
Project Engineer / Designer	\$100
CAD Technician	\$90
Administrative	\$80

Reimbursable Expenses

Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by HECL, its employees, and / or Professional Consultants in the interest of the Project and subject to prior written consent of the Client. Reimbursable Expenses shall be paid by consultant who is to be reimbursed by Client at cost x 1.0 and shall include the following:

- a. Expense of reproducing and shipping of Drawings and Specifications.
- b. Travel expenses including mileage, etc.

Schedule

We would anticipate completing the required reviews in a timely cycle that allows the municipality to review the comments in advance of the monthly reports getting issued to the members. We can work with whatever review schedule the Village requires.

Terms and Conditions

This proposal is based on the terms and conditions of the Standard Form Statement between Architect and Owner, C401 Latest Edition. If this proposal meets with your approval, HECL requests a signed proposal and / or a contract to proceed on this project. Authorization to begin may be indicated by signing this proposal in the space provided below or attach and reference this letter to the AIA Standard Form Contract. Unless a written confirmation is received, verbal authorization to proceed shall be deemed to be acceptance of this proposal. This proposal remains in effect for a period of not more than (6) six months from the date of this letter.

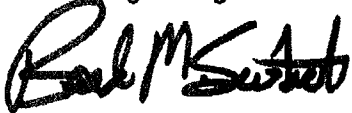
Invoices shall be sent monthly with payment due within (60) days of receipt.

Conclusion

Sara, we welcome the opportunity to demonstrate our talent and commitment to the City of Franklin as well as those that you serve. As a former development engineer for multiple communities, we have a great understanding of the area, municipal review requirements, regional and local stormwater management requirements as well as the overall development code. We have the ability to work with you and complete this task in a timely and efficient method in order to meet the ultimate goal of getting projects reviewed and developed in the City. If you have questions or require additional information, please do not hesitate to give me a call. Thank you for your time and consideration!

Sincerely,

Harwood Engineering Consultants, Ltd.



Brad M. Seubert, PE

Senior Associate | Civil Project Manager

For: City of Franklin

Signature Date

Key Personnel



Thomas B. Olejniczak, PE, LEED AP

President | Principal | Director of Civil Engineering

In 2005, Harwood Engineering complimented its firm by adding civil engineering consulting services. Based on Mr. Olejniczak's many years of experience as a local municipal engineer and coordinator of department operations, Tom was the perfect choice to start up and head the department. Tom has an extensive background in design, construction management, and project coordination. Tom has managed a number of civil project types, including: stormwater management, all forms of site development, subdivision design, municipal entitlement process, grading and erosion control plans, and construction permitting to name a few. Tom now has an additional role, that of Harwood Engineering's President.

Project Experience (partial list)

Actuant - Menomonee Falls, WI
 Aurora Health Center Medical Office Building - Elkhorn, WI
 Aurora Psychiatric Hospital - Wauwatosa, WI
 Bradley Corporation - Germantown, WI
 Clifton, Village of, Sanitary Sewer System - Clifton, IL
 Columbia Correctional Institution, New Health Services Unit Building - Portage, WI
 Concordia University Drainage System - Mequon, WI
 Fox Point Police Department - Fox Point, WI
 Greendale Fire Department - Greendale, WI
 Hartland Police Department, Garage & 911 Communications Center - Hartland, WI
 Kenosha County Emergency Services Center - Kenosha, WI
 Kewaunee County Public Health and Human Services - Kewaunee, WI
 Kewaunee County, Public Health & Human Services Building - Kewaunee, WI
 Lakeshore Technical College Pond Construction and Site Modifications - Cleveland, WI
 Lunda Community Center - Black River Falls, WI
 Madison Fire Department, Station No 13 - New LEED-NC Silver Certified Fire Station
 Madison, WI
 Menomonee Falls Fire Station No 1 and No 5 - Menomonee Falls, WI
 Mount Mary University - Wauwatosa, WI
 New Berlin Fire Station - New Berlin, WI
 Paddock Lake Lift Station Replacement - Paddock Lake, WI
 Port Barrington Shores Village of, Low-Pressure Sewer System - Barrington, IL
 Racine Unified School District Olympia Brown Elementary School - Racine, WI
 Saukville Police Department & Municipal Center - Saukville, WI
 Sealed Air Family YMCA - Mt Pleasant, WI
 Sojourner Family Peace Center - Milwaukee, WI
 Southwest Technical College - Fennimore, WI
 Waukesha County Courthouse Courtyard - Waukesha, WI
 Waukesha County Courthouse Study - Waukesha, WI
 Waukesha County Site Improvement Projects - Waukesha, WI
 Waukesha County, Eble Park Ice Arena - Brookfield, WI
 Waukesha County, Sheriff's Department - Waukesha, WI
 West Bend Police Department Police and City Hall - West Bend, WI

Experience

Engineer Since 1997

Education

Bachelor of Science Civil Engineering
 Dual Emphasis in Construction &
 Geotechnical Engineering, University of
 Wisconsin-Platteville (ABET Accredited),
 Platteville, WI, 1997

Leadership Training, Cardinal Stritch
 University, Milwaukee, WI, 2011

Numerous courses toward State Surveying
 License, Michigan Technological
 University, 1999-2002

Registration(s)

Registered Professional Engineer
 Wisconsin 35636-6, Granted 2002

Registered Professional Engineer, Illinois,
 062056465, Granted 2003

FAA Licensed UAV Pilot

LEED Accredited Professional

Membership(s)

City of Wauwatosa Commercial Design
 Review Board Member (2009-2013),
 Reserve presently

City of Wauwatosa Streetscape
 Committee Member (Current)

City of Milwaukee BID Board #26 - Board
 Member (Current)

Bear Lake Preservation Association
 Member

NAIOP Member

Order of the Engineer

Key Personnel

Brad M Seubert, PE

Senior Associate | Civil Project Manager

Mr. Seubert has been a civil design engineer on numerous types of projects including; residential, commercial, and municipal. Brad is responsible for all aspects of site design such as road and parking layouts, grading plans, utility planning and design, as well as stormwater management plans, and "green" Best Management Practices (BMP). Brad is proficient in the latest design software, including 3D modelling with AutoCAD Civil 3D.

Project Experience *(partial list)*

Boys & Girls Club of Greater La Crosse - La Crosse, WI
Lunda Community Center - Black River Falls, WI
West Bend School District, Silverbrook Middle School - West Bend, WI
Aurora Memorial Hospital of Burlington - Burlington, WI
Midwest Independent Transmission System Operator (MISO) Business Relocation to Boulder Lakes V Business Park - Eagan, MN
Cree, Inc Warehouse - Sturtevant, WI
Department of Military Affairs - Madison, WI
Aurora Health Care Medical Clinic - Elkhorn, WI
United Community Center Bruce Guadalupe Community Elementary School - Milwaukee, WI
Bland Bekkedal Center - Viroqua, WI
Racine Unified School District, Olympia Brown Elementary School - Racine, WI
University of Wisconsin-Madison Babcock Hall, College of Agricultural and Life Sciences - Madison, WI
Wauwatosa East High School Breitlow Field - Wauwatosa, WI
West Bend School District Green Tree Elementary School - West Bend, WI
Wisconsin Club - Milwaukee, WI
St Ann Center for Intergenerational Care New 2 Story Facility, Child Daycare, Adult Daycare, 24-Hour Respite Care, Dementia Care, Outdoor Band Shell, and 76 Parking Spaces - Milwaukee, WI
Lakeshore Technical College - Cleveland, WI
Lowlands Group Mequon Town Center Mequon, WI
Waukesha County Sheriff's Department Waukesha, WI
BMO Harris Bank - Multiple Locations, WI
Griffin Ford - Waukesha, WI
Dynamic Stampings, Inc Sussex, WI
Mequon Town Center Urban Multi-story Apartment/Retail Development - Mequon, WI
Natural Food Store New Store Development - Brookfield, WI



Experience

Engineer Since 2006

Education

Bachelor of Science – Civil Engineering,
Michigan Technological University,
Houghton, MI, 2006

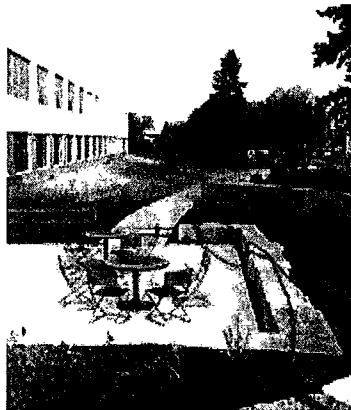
Registration(s)

Registered Professional Engineer
Wisconsin 42485-6, Granted 2012

Memberships

ASCE National
ASCE Wisconsin Section
ASCE YMG Past President

MUNICIPAL SERVICES





Harwood Engineering Consultants is a multi-disciplinary architectural engineering consulting firm specializing in building systems development. The firm is located in the Menomonee Valley in Milwaukee, Wisconsin serving the public and private sector since 1973. Our team of 40 highly qualified staff includes LEED® Accredited Professionals, Structural Engineers, Civil Engineers, Plumbing / Fire Suppression Designers, Mechanical Engineers, Electrical Engineers, and Specialty Lighting Designers. Our average project size ranges from \$5 to \$10 Million in total construction cost.

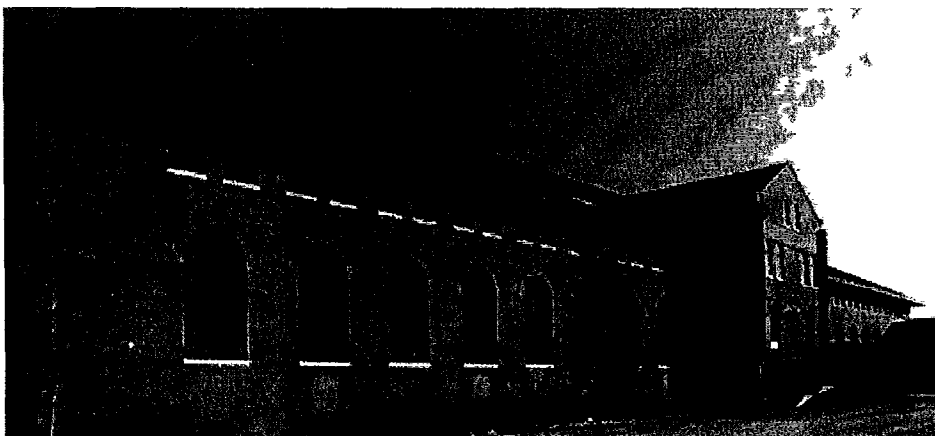
OUR MISSION

To consistently deliver excellent, creative, and professional engineering solutions that enhance the quality of the human environment while meeting the functional needs and economic goals of the building owner.

FULL SERVICE ENGINEERING DESIGN SERVICES:

All disciplines being located under one roof, enables us to address every aspect of our clients' needs, providing efficiency and continuity for our clients.

- Civil and site development
- Landscape Architecture
- Site Lighting Design
- Structural
- Mechanical (HVAC)
- Electrical
- Plumbing & Fire Protection
- Security Technologies



Consulting for Municipalities and Agencies An Extension of Your Team

Harwood Engineering offers an array of specialty services designed to meet the needs of almost any building or property type.

An On-Call Professional Engineering Contract will ensure that our engineers are available to assist you. Our knowledge of your operations means we can efficiently provide solutions to your problems. You will be provided a single point of contact to ensure seamless customer service that respects your time and your production schedule.

- Experienced and knowledgeable design team
- Full service design abilities
- Significant experience with municipalities
- Excellent references
- Local knowledge & timely responses
- Easy to work with - extension of your team
- Smaller staff levels
- Help with influx of development
- Efficiency for your staff

Civil & Landscape Architecture

NEW BUILDINGS, ADDITIONS & ASSESSMENTS

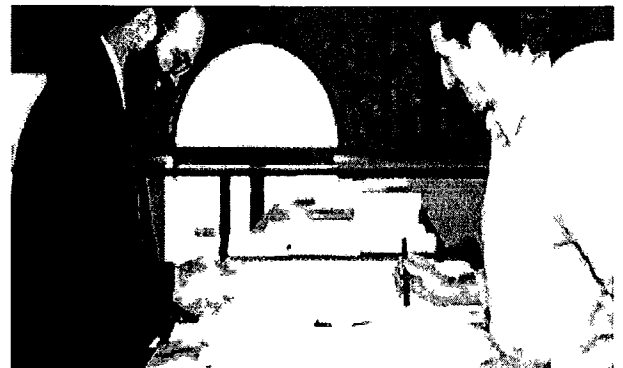
Our background in Civil was founded on years of private land development, municipal design, municipal review for local and regional municipalities, and field experience. As part of the collaborative site design process, our Landscape Architects work closely with our planners and Civil Engineers to form the site development team.

We understand that the key to a successful project starts with keeping our clients informed and involved in both the design and approval processes in addition to providing clear and concise construction documents. We also understand that a municipal approval process can at times be a challenge and that is why we always make ourselves available. We see ourselves as a client's representative and work as a coordinator of all parties involved from community to contractor.

SERVICES:

- Assistance /coordination for geotechnical and surveying services
- Conceptual site design layout/due diligence/studies/site test fits
- Site investigation
- Municipal entitlement process
- Zoning research & re-zoning assistance
- Preliminary/conceptual site design
- Site selection assistance
- Site development and re-development plans
- Grading plans and mass grading earthwork quantity modeling
- Parking lot design and layout reconfiguration
- Subdivision planning and design
- Sanitary sewer and lift station design
- Permitting including, WDNR wetlands, Chapter 30, WRAPP/NOI NOT, historic fill exemptions, MMSD, WisDOT, SEWRP, and all utility permitting

- Watermain design
- Stormwater management and water quality modeling
- Storm sewer and drainage design
- Bio-infiltration and wet/dry pond design
- Erosion control plans
- Roadway design
- Park and multi-use pathway design
- Industrial facility site development
- Police and fire site development
- Commercial, office, residential, and retail site development
- Landscape design services
- Grant application assistance
- Municipal plan and development review consulting



"The Engineers are very pleasant to work with. I have thoroughly enjoyed working with Harwood Engineering over our many years together."

Bryan Blanke, Facilities Manager, Versiti, Milwaukee, WI

Mechanical, Electrical, Plumbing, Fire Protection

NEW BUILDINGS, ADDITIONS & ASSESSMENTS

Our MEP/FP team gets actively involved at the beginning of the design process for both new and remodeled buildings.

We maintain a close working relationship to assist in answering questions and decision making throughout the process. The results are cost effective, efficient solutions with attention to detail

With use our years of experience to assess existing systems and provide life expectancies or design an innovative new system. Our goal is to find the best solution for the project and exceed our Client's expectations.

SERVICES:

- Mechanical, Electrical, Plumbing and Fire Protection Building Analysis with complete reporting and documentation
- Sustainable renewable energy options
- Energy efficiency studies
- Energy management
- Geothermal
- Electrical service and power distribution
- Security systems
- Plumbing
- Fire Protection
- HVAC
- Solar design
- Commissioning
- Life cycle costing

Structural

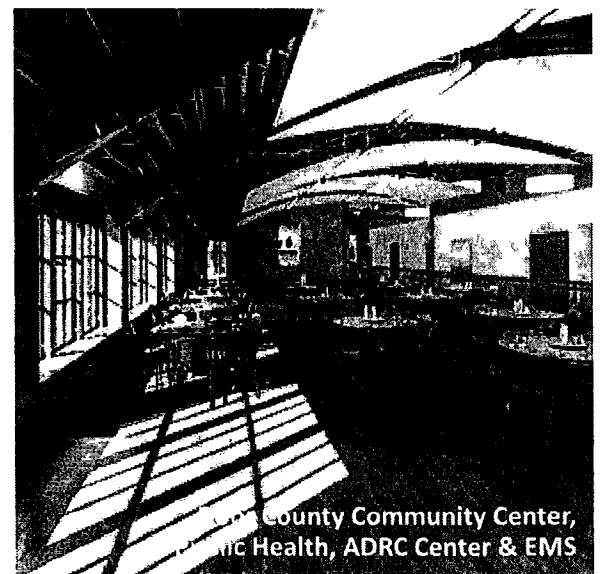
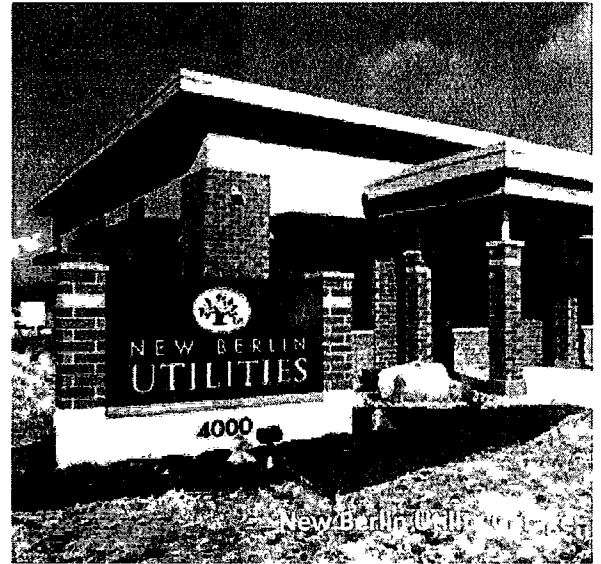
NEW BUILDINGS, ADDITIONS & ASSESSMENTS

Harwood Engineering's Structural Department works hand in hand with the Architectural Team to incorporate the architect's vision of the building.

Our engineers guide the structural development process toward the most appropriate solutions. A robust platform of resources and experience gives us the ability to design, evaluate, and collaborate ultimately delivering great structures.

SERVICES:

- Structural building analysis with complete reporting and documentation
- Expansion evaluation
- Feasibility studies
- Foundation design
- Roofing analysis
- Historical preservation and analysis



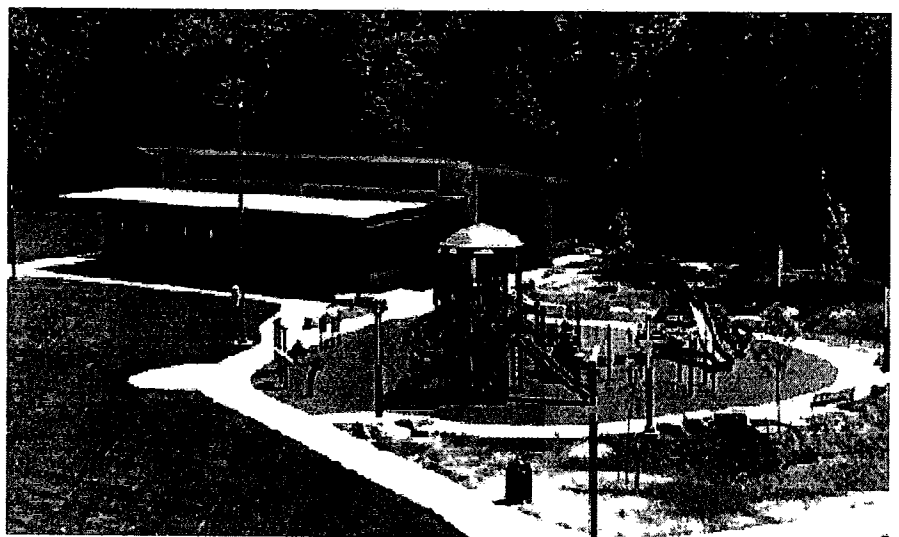
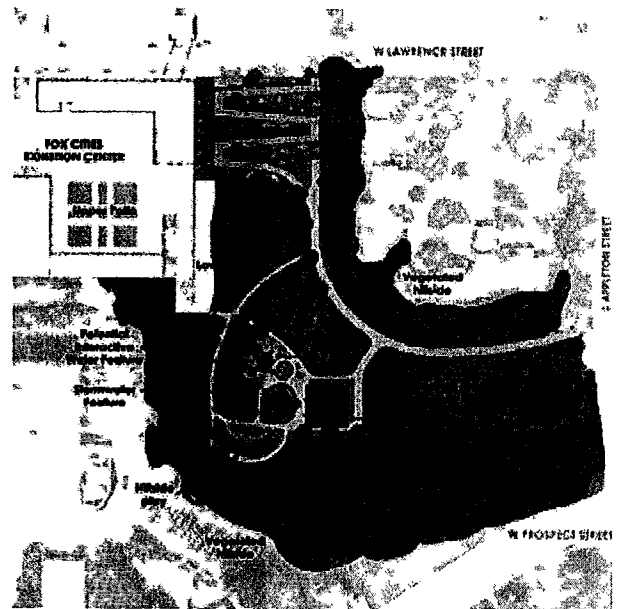
City of Appleton - Jones Park

LANDSCAPE ARCHITECTURE



The City of Appleton wanted to attract more visitors to the underutilized Jones Park. The existing facilities and amenities were outdated and did not appeal to a younger demographic. By providing the client with a landscape project plan they were able to visualize the space utilization, placement of the new buildings and new landscape architecture at the critical planning stage.

Established in 1909, Jones Park is located in the heart of downtown Appleton. Renovation planning began in 2016 and the \$4.2M project was opened in August 2019. Amenities include a new park shelter with breezeway, amphitheater seating 3,500, extensive playground, accessible ramp and multimodal path, hockey and family ice rinks in the winter, passive recreation space, connections to trails, improved lighting throughout and native plantings. Jones Park will continue providing green space and recreation opportunities for downtown employees, residents and visitors.



City of Mequon

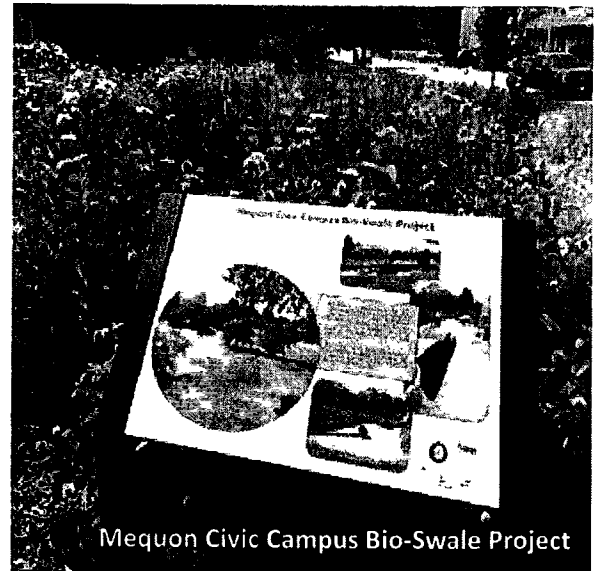
ON-CALL CONTRACT
Stormwater Development & Review



Many municipalities, like Mequon, have limited staffing and find value in utilizing our on-call stormwater management development review, civic design services and surveying.

We can review developments on behalf of the municipality for conformance to the municipal codes, design requirements and standard engineering practice. Harwood designed a new civic parking facility to assist with an increased parking demand at the Town Center area and a new green infrastructure facility (bio-retention basin). MMSD grant funds were utilized for this new sustainable feature.

Engineers worked with City staff and surveying sub-consultants to create a proposed bio-filtration basin that met the needs of the City and collected a significant amount of off-site roadway runoff to clean and release the runoff prior to discharging the to the Milwaukee River.



Waukesha County Technical College

ON-CALL CONTRACT



Rather than go through a long selection process each time engineering services are needed, WCTC engaged Harwood for a five year on-call civil contract.

This streamlined approach guarantees that WCTC projects are done efficiently and in a timely manner with engineers that are familiar with their systems and procedures. Everyone involved in the process will agree that for public agencies with limited budgets and staff, having an on-call contract ensures an excellent level of service and satisfaction.

CIVIL SERVICES:

- Provide site design and engineering services as needed for the campus
- Provide stormwater management and drainage for projects on campus
- Assist with cost estimates for budgeting
- Provide construction oversight and administration for campus projects



Waukesha County

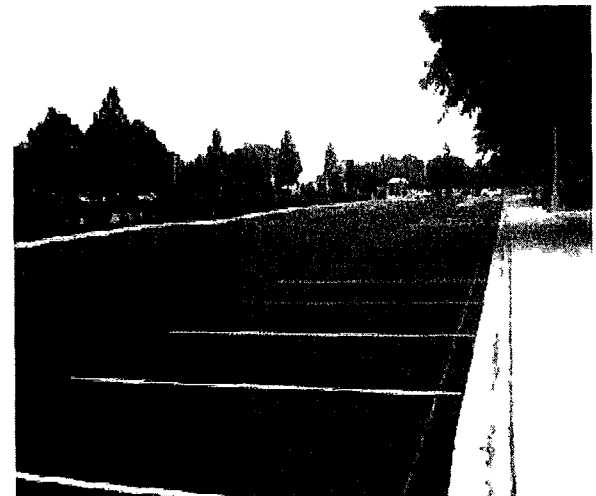
ON-CALL CONTRACT

Visualization & Test Fit



Harwood's ongoing contract with Waukesha County for 3+ years has brought improved roadways, streets, storm sewers, sidewalks, ADA compliance and way-finding.

One of the projects was to replace failing pavement and walkways at the main Waukesha County courthouse parking lot. Existing pavement had begun to fail, and the walkways and some stairs were in poor condition had created tripping hazards. In addition, drainage within the parking lot was poor overall. Harwood designed a solution to extend the storm sewer into the redesigned parking lot and re-graded the parking lot area to provide positive drainage. Sidewalks were re-designed and re-graded as well.



City of West Allis

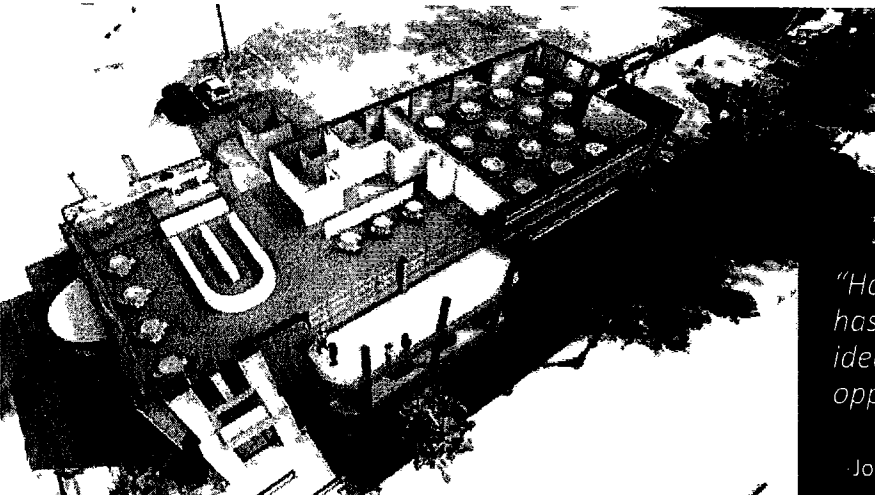
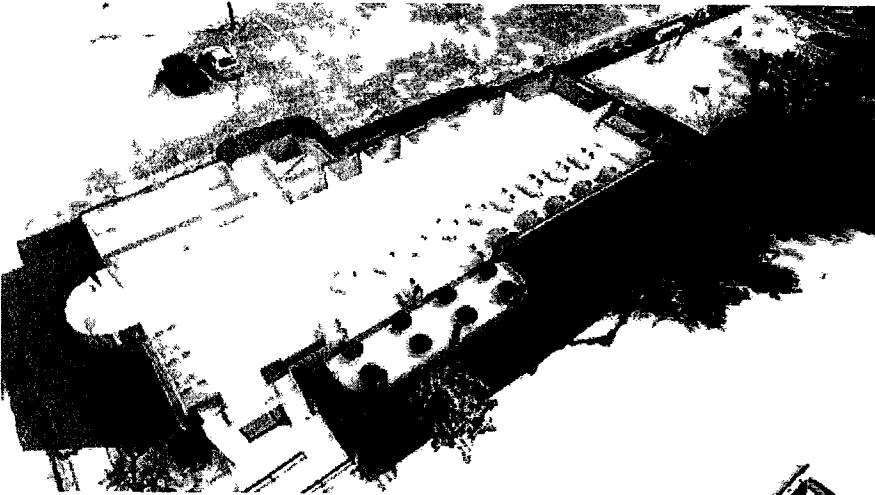
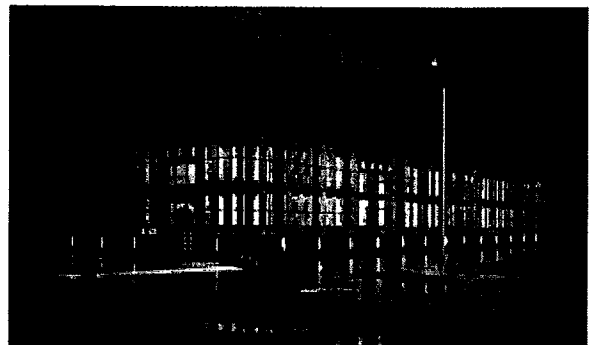
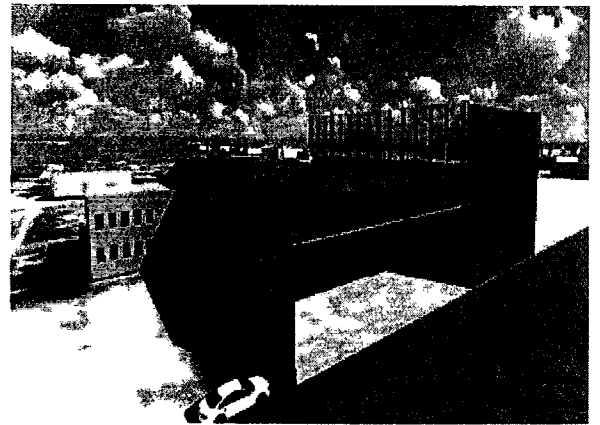
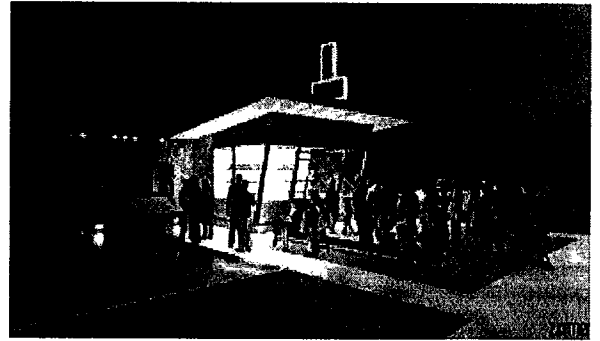
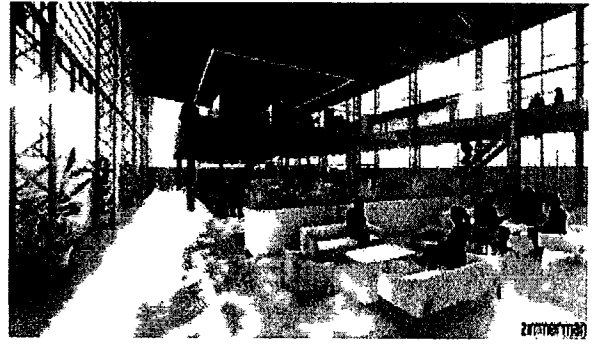
ON-CALL CONTRACT
Visualization & Test Fit



West Allis wanted to help potential investors envision becoming a part of this developing neighborhood and City. What could an existing property become? Our directive was to show property developers a reason to consider West Allis.

Working alongside West Allis, learning of potential opportunities for development, ideas materialize and the possibilities are revealed through the visualization process. Another valuable part of this early discovery is performing a test fit of the floor plan for the space. A floor plan is used to confirm that the stated needs and requirements can be accommodated within a specific space. If a developer wants to have 45 work stations, 2 conference rooms, a large reception area and a kitchen, a test fit will tell you if the space that you are looking at will be able to accommodate these needs.

These visual exercises help West Allis reach their goal of becoming a city destination for businesses and residents for years to come.



"Having Harwood as an on call consultant has been a great way for us to conceptualize ideas and ultimately attract new business opportunities for our redeveloping community."

John Stibal, Development Director, City of West Allis

- Appleton Police Station, Addition & Remodel
- Ashland, City of, Law Enforcement Center- Ashland, OH
- Bayside Police Department, 911 Communications Center Expansion
- Brookfield Fire Station #2 & #3
- Brookfield, City of, Public Safety Building Fire Department, Apparatus Bay, Police Department Design Energy Efficiency Upgrade and Focus On Energy Grant
- City of Fox Point, City Hall and DPW Assessment
- Columbia Correctional Institution, Segregation Building Addition- Portage, WI
- Delafield Town Hall & Fire Station
- Department of Military Affairs, Joint Operations 911 Communications Center- Madison, WI
- Door County Community Center, Public Health, ADRC Center & EMS
- Elkhorn Police Department
- Fond du Lac County, City/County Government Center
- Fox Point Police Station
- Fredonia Fire Station, Addition & Remodel
- Glendale, City Hall & Police Department, Addition & Remodelling
- Glendale/Northshore Fire Station #82, Building Assessment
- Greendale Fire Department
- Hartland Police Department, Garage Expansion & 911 Communications Center
- Kenosha County Emergency Services
- Kenosha County Public Services Building
- Madison Fire Department, Station No. 13, New LEED-NC Silver Certified
- Menomonee Falls New Fire Station No 1 & 5
- Milwaukee County Transit System Building Assessment
- Muskego, City of, Police Department Addition and Remodel
- New Berlin Fire Station No 3
- New Berlin, Historical Museum Addition
- North Shore Fire Station No 5, New Construction
- Onalaska Public Safety Building
- Pepin County DPW
- Pewaukee, City of, Comprehensive Space Needs Analysis
- Reedsburg Public Works & Police Department
- Richfield Fire Station, New Construction
- Rock County Health and Human Services Building
- Sheboygan County, Law Enforcement Center Combined Dispatch Center Remodel
- Sojourner Family Peace Center, New Justice Center- Milwaukee, WI

- Southwest Technical College, Public Safety Building- Fennimore, WI
- State of Wisconsin, Joint Forces Headquarters, New Construction- Madison, WI
- Trempealeau County, New Justice Center
- Walworth County, Law Enforcement Center
- Waukesha County, Health and Human Services Building
- Waukesha Fire Department, Station No 2 & 3
- Wauwatosa Fire Department, Station No 1 Designed to LEED Silver Certification
- Wauwatosa, City of, Department of Public Works
- West Allis Police Department Municipal Building & Courtroom
- West Bend Police Department, Addition and Remodelling

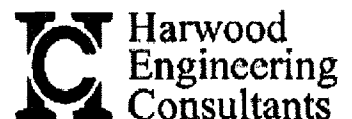
ON CALL/CONTRACT CLIENTS

- 330 Kilbourn Office Complex- Milwaukee, WI
- City of Milwaukee
- GE Healthcare
- Germantown, Village of
- Lakeshore Technical College
- Mayfair Mall
- Milwaukee County
- Southwest Technical College
- State Fair Park
- Versiti, Blood Center of Wisconsin
- Walworth County
- Waukesha County
- Waukesha County Technical College (WCTC)
- Wauwatosa Schools

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/15/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to Authorize Carry Forward of Unused 2020 Appropriations, for Use in 2021, in the Amount of \$549,900</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6,14.</i></p>

The following items, included in the 2020 Budget, are being requested for carryover into 2021, so that the initiatives may be completed in 2021 with the authorized 2020 budgeted funds:

- 1) Initiative: Website Redevelopment
Amount: \$20,000
Account: 41-0144-5843, Capital Outlay Fund-Information Services, Software
Reason: Staff is requesting carryover of these funds to make improvements to the website including: the addition of an urgent alert message panel, the addition of a banner allowing for rotating images, the expansion of authors and editors for the site to be able to improve managing content and keeping data fresh, addition of subscription management to allow interested parties to sign up for notifications of website information, training on the Google Analytics functionality, some auditing for content and accessibility, reorganization of pages, and other improvements as needed.

- 2) Initiative: Ken Windl Pavilion Repairs
Amount: \$65,000
Account: 41-0551-5822, Capital Outlay Fund-Parks, Building Improvements
Reason: Staff is requesting to carryover \$65,000 for this initiative that has been needed for some time, and was approved and budgeted in 2020. With the Buildings and Facilities Survey being scheduled and completed in 2020, this project was delayed. The project did receive a high priority rating, as needing to be completed as soon as possible, in the survey results.

- 3) Initiative: Inspections Limited-Term Temporary Help
Amount: \$78,300
Account: 01-0231-XXXX, General Fund – Inspection Services, Various Payroll Accounts
Reason: Staff is requesting to carryover \$78,300 to preserve the option of hiring limited-term temporary help for the Director of Inspection Services to use and assign as needed. This includes various, appropriately-licensed, commonly-retired individuals to supplement our response in the Department. The Director has access to individuals willing to do the work on such a part-time, on-call basis. This provides additional flexibility to address peak demands. These funds have been carried over in previous years, used sparingly, and will not be replaced when spent.

- 4) Initiative: Merit Pay Pool
Amount: \$36,600
Account: 01-XXXX-XXXX, General Fund-Variou Functions, Appropriate Payroll Accounts
Reason: Staff is requesting to carryover the \$36,600 that was budgeted for 2020, to be used for merit increases, and was not spent due to not having developed the merit plan in 2020. As discussed at budget time, the classification and compensation plan that was approved and implemented approximately five years ago, includes a merit element that allows employees to achieve placement over the 65% level in their pay grade; however, no merit plan has been developed to date, which is creating an issue with retention as employees progress in their positions. Since the \$36,600 was budgeted for this purpose, and remains unused due to the absence of a functioning merit plan, staff did not include additional funds in the 2021 Budget for this purpose. This carry over will allow the implementation of the merit portion of the pay plan only after such plan is approved by the Council.

5) Initiative: Security Improvements

Amount: \$350,000

Account: 46-XXXX-XXXX, Capital Improvement Fund-Variou Functions, Various Accounts

Reason: Staff is requesting to carryover \$350,000 of the \$500,000 that was budgeted in 2020 for citywide security improvements. This initiative is just getting kicked off in Quarter 4 of 2020, with information gathering and research being done, the actual improvements will be completed in 2021. There are a number of needed improvements, including: cameras, interior and exterior; door access control; alarm availability, access, and management; electronic timekeeping; hallway safety; security glass; an emergency plan; training; and other related improvements as needed. While this initiative was originally planned for deficit spending in 2020, staff is working to ensure that the use of fund balance is kept to a minimum. However, since the \$350,000 will likely not suffice for all needed improvements, staff will monitor the year end numbers and consider an additional request depending on the project needs, available funding, and other City priorities.

As noted above, each of the detailed initiatives was part of the authorized 2020 budget that was not able to be completed during the year, so the request is being made to carry the initiatives forward into 2021 so that the funds can be used during 2021 for the same purpose and same manner as previously authorized.

Please note the following in regard to funding of each of the above enumerated initiatives: Items 1 and 2 are already fully funded in the Capital Outlay Fund; Items 3 and 4 are expected to be covered in full by available funds in the General Fund; and for Item 5, although the entire project was slated for deficit spending (i.e. using fund balance), this initiative will be funded first by available funds in the General Fund, which will be transferred to the Capital Improvement Fund, before a request is made for Council to consider utilizing fund balance.

COUNCIL ACTION REQUESTED

Motion to authorize the carry forward of unused 2020 appropriations, for use in 2021, in the amount of \$549,900, and direct the Director of Finance and Treasurer to prepare a 2021 Budget modification for the same, for Council consideration.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/15/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">2021 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.15.</i></p>

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2021 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2020. In fact, the form of the contract has not changed significantly since 2010. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.

These soil services produce a nominal expenditure throughout the year. For example, 11 soil verification services were provided in 2017 (\$2,200 expenditure), 7 in 2018 (\$1,400), 5 in 2019 (\$1,000), and 9 in 2020 (\$1,800).

Racine County has informed us that they concur with the attached contract for 2021 services. It is the recommendation of the Director of Inspection Services and the Director of Administration to continue to use Racine County for these soil testing services.

COUNCIL ACTION REQUESTED

Motion to approve the 2021 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement.

**CITY OF FRANKLIN – RACINE COUNTY
PROFESSIONAL SERVICES AGREEMENT**

This Contract made this _____ day of _____, 2020, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as “CITY”) and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as “COUNTY”). This contract is to be effective from the period January 1, ~~2020~~–2021 through December 31, ~~2020~~2021. This agreement is renewable upon acceptance by all parties.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree that this contract shall cover the authorization and payment of fees to provide to the CITY services to verify a Certified Soil Tester’s (hereafter referred to as “CST”) soil and site evaluation. The parties agree to the following:

1. All CST’s soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereafter referred to as “POWTS”) must be scheduled with a minimum 24 hours notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing.
2. All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 8am –12:00 noon and 12:30pm – 4:30pm Monday through Friday, excluding holidays.
3. COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST.
4. The COUNTY reserves the right to require that CST’s provide soil backhoe dug pits of adequate size, depth, and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data.
5. Soil color evaluations shall be performed on days when light conditions permit accurate color determination.
6. Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure, and consistence.
7. The cost of this service will be \$200 for up to the first three soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.
8. If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein.

9. The CITY will be invoiced directly for these services.
10. COUNTY will review the applicable Soil and Site Evaluation Form (SBD-8330), which must be forwarded to the COUNTY, and will convey all reports back to the CITY for their files and permit issuance. A copy of the test will be kept on file in this office, but the original tests will be sent to the CITY.
11. The CITY will issue all permits for POWTS, and the CITY will oversee the construction and follow-up on all POWTS, as outlined in Chapter SPS 383 (Private Onsite Wastewater Treatment Systems) and Chapter SPS 385 (Soil and Site Evaluations).
12. Any other work not anticipated in this contract, but relative to soil and site evaluations, will be charged at a rate of \$50 per hour.
13. Each party is responsible for their own acts and omissions under this agreement. COUNTY agrees that it will at all times during the existence of this contract indemnify CITY against any and all loss, damages and cost or expenses which CITY may sustain, incur or be required to pay as a result of any of the services provided by COUNTY under this contract. CITY agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by the CITY under this contract.
14. CITY or COUNTY may, without prejudice to any other rights it may have, terminate this contract for convenience and without cause by giving thirty (30) days written notice. COUNTY shall be paid for services rendered up to the time of termination.

CITY OF FRANKLIN

BY: _____

TITLE: _____

RACINE COUNTY

BY: _____

TITLE: _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/15/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">2021 Property and Casualty Insurance Coverage</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.16.</i></p>

The City of Franklin currently obtains its liability insurance plans from the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI), with R&R Insurance serving as the agent, and its property insurance plans with Chubb. LWMMI has served the City since 2004. The City's property insurance policies have been with Chubb since 2016. Claims processing and response times have been very good with both companies.

Liability

The City carries a \$10 Million limit of liability with LWMMI, with a \$5,000 deductible. LWMMI began offering the increased limit of liability option of \$10 Million, up from the previous \$6 Million limit, in 2019; this increase in coverage eliminates the City's need to purchase an additional Umbrella policy. LWMMI also provides Terrorism liability coverage automatically at no additional cost (up to the \$10M limit). LWMMI coverages for the City include General Liability, Police Professional Liability, Public Officials Liability, Auto Liability, and Auto Physical Damage. All of these combined, the total liability package premium difference between 2021 and 2020 is a \$1,709 increase (.6244%).

For the 2021 Workers Compensation, the City's preliminary premium will increase by \$60,034 from the 2020 premium, for a total 2021 premium of \$457,794, subject to reconciliation of final salaries and wages. Workers Compensation is based on the State-calculated experience modification ratio for the last 3 years of claims history, which for 2021 the City's experience modification ratio increased from 1.00 to 1.09. LWMMI continues to use United Heartland as its administrator for its Workers Compensation policy. As LWMMI will not write a policy without Workers Compensation, other quotes were not sought for this coverage at this time. In addition, the workers compensation rates are statutorily set and the full amount of LWMMI premiums are subject to potential annual dividends. The 2019 policy dividend, received in 2020, was \$58,683, and the 2018 policy dividend, received in 2019, was \$82,047. Worker's Compensation premiums for the past five years were: \$397,760 in 2020, \$425,971 in 2019, \$400,696 in 2018, \$497,886 in 2017, and \$534,164 in 2016.

The City also carries a Storage Tank liability policy with ACE American Insurance Company, with coverage of \$1,000,000 per incident / \$2,000,000 total policy aggregate limit, at a renewing cost of \$4,385, which is up \$151 from the prior year. For Crime coverage, the City contracts with Hanover due to their expanded coverage that includes Employee Theft, Forgery or Alteration, Inside the Premises Theft of Money & Securities, Outside the Premises, Computer Fraud, Funds Transfer Fraud, and False Pretense. The crime renewal policy rate for 2021 with Hanover is \$2,545, a \$95 increase from the prior year.

Property

Chubb, the City's current property policy provider, provided a 2021 property quote for the City's buildings, property in the open, and contractor's equipment of \$88,487, an increase of \$11,339 from 2020. This is based on a \$5,000 deductible for buildings and property in the open and a \$1,000 deductible for contractor's equipment. R&R Insurance, the City's insurance agent, reports that the increase in premium is due to a percentage inflation guard and rising reinsurance costs industry wide. Although the City added approximately \$338,000 in building and property-in-the-open values for the addition of the Franklin Historical Barn that the City took ownership of as well as the addition of the City Hall electronic message board sign, 7 Gateway monument signs that were placed throughout the City, and 26 steel picnic tables added for Pleasant View Park, this was not a substantial driver of the premium increase. Chubb is a private, A++ rated insurance company that has been in business since 1882. Chubb's policy also includes the following:

- Machinery breakdown coverage as part of their total policy limit for Boiler & Machinery.
- A \$250,000 automatic blanket limit of insurance that applies to items such as fine arts; outdoor trees, shrubs, plants, or lawns; personal property of employees; accounts receivable; and electronic data processing property.
- A \$250,000 added value to the Mobile Equipment (contractor's equipment) coverage for Fire and Police equipment that is not permanently mounted to the vehicles. This means that if a Fire or PD vehicle is in an accident, the Auto Physical Damage policy would apply/cover the damage to the vehicle only, not any equipment in or attached to the vehicle that was damaged. This \$250,000 added value would then cover any equipment that is in or attached to the vehicle that was also damaged.
- \$2,000,000 worth of Business Income/Extra Expense coverage, i.e. if a natural disaster occurred that destroyed City Hall or any other City buildings, costs up to \$2,000,000 would be covered for setting up at a different location with computers, phones, and other necessities to resume do day-to-day business activities.
- Flood water coverage limits above the norm, including: inundation, back-up, and mud flow, based on the location of the buildings and if they reside in a floodplain zone.

Cyber Crime Insurance

In 2020, the City added a Cyber Crime Insurance policy through Chubb Insurance, a market leader in Cyber Insurance. This policy provided: 1) \$1,000,000 of coverage for each incident and aggregate for First-Party Cyber losses, which includes direct out-of-pocket expenses, lost revenues, ransom payments in bitcoin, and notification expenses required by state law incurred during a breach event. For 2020, LWMMI automatically included Third-Party Cyber coverage up to our \$10 Million limit; however, R&R Insurance has informed the City that LWMMI is eliminating this Third-Party Cyber coverage as of 1/1/2021. Third-Party Cyber coverage covers the liability side of a cyber data breach (i.e., personal information data breach in which there is liability to a third party). Therefore, Chubb has provided two options for Cyber Crime insurance for 2021. One quote for First-Party Cyber coverage only for a premium of \$5,117 and a second quote that includes both First-Party and Third-Party Cyber coverage for a premium of \$9,470. The Director of Administration recommends going with the First & Third-Party coverage option for the premium of \$9,470.

Summary

The Director of Administration recommends keeping the City's current liability and property insurance policies with LWMMI/R&R Insurance and Chubb the same for 2021, except including the second level of coverage under the Cyber Insurance Policy.

The following table shows a summary of the 2020 premium costs and 2021 estimated premiums through R&R Insurance/LWMMI and Chubb for the City's liability and property insurance policies. The 2021 total estimated cost for both liability and property coverages, with the higher First and Third-Party Cyber Insurance Policy, is \$838,056, an increase of \$78,840 from 2020 mainly due to the \$60,034 increase in Worker's Compensation, the \$11,339 increase in property, and selecting the higher coverage for the Cyber Crime Policy to include both First and Third-Party coverage, for an increase of \$4,353.

Coverage	2020 Cost	2021 Cost	Carrier
Property Insurance			
Buildings/BPP/PTO/Mobile Equipment/Boiler & Machinery	\$77,148 w/Terrorism	\$88,487 w/Terrorism	Chubb
Liability Insurance			
	<i>\$10M Limit</i>	<i>\$10M Limit</i>	
General Liability	95,524	95,573	R&R Ins./LWMMI
Police Professional	42,105	42,852	R&R Ins./LWMMI
Public Officials	50,394	50,420	R&R Ins./LWMMI
Auto Liability	29,396	29,431	R&R Ins./LWMMI
Auto Physical Damage	56,247	57,099	R&R Ins./LWMMI
Crime & Monies/Securities	2,450	2,545	R&R Ins./Hanover
Storage Tank	4,234	4,385	R&R-ACE
Workers Compensation	397,760	457,794	R&R Ins./United Heartland
Cyber Insurance Policy	3,958	9,470	Chubb
Subtotal-Liability Insurance	\$682,068	\$749,569	R&R Ins./LWMMI
Total - Property & Liability	\$759,216	\$838,056	R&R/LWMMI & Chubb

The 2021 Insurance budget includes a total amount of \$821,565, which is short by \$16,491. However, the City annually receives a dividend check from the League of Wisconsin Municipalities which will likely cover this shortage. For the 2019 policy year, the City received a dividend check in the amount of \$58,683. The 2020 policy year dividend check will be received in July/August of 2021. As such, it is expected that there are sufficient appropriations to fund the proposed policies as noted in the above table. Please note that final costs for the year will vary as, for example, new vehicles and equipment are added for or removed from coverage throughout the year.

Also, as discussed at budget time, there will be a competitive process completed in 2021 for all insurance policies and services.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, Hanover, and ACE American Insurance Company for 2021, as noted above, including the Cyber Insurance Policy through Chubb with both First and Third-Party coverage for a total annual premium of \$838,056, and to further authorize the payment of premiums in accordance with or as required by said policy documents.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 15, 2020
REPORTS AND RECOMMENDATIONS	Amendment to Tax Incremental District No. 5 Ballpark Commons Development Project Agreement Regarding Impact Fees and Irrevocable Payment Bond. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to an Amendment to Tax Incremental District No. 5 Ballpark Commons Development Project Agreement Regarding Impact Fees and Irrevocable Payment Bond by BPC Golf Entertainment, LLC and BPC County Land, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER <i>G.17.</i>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to an Amendment to Tax Incremental District No. 5 Ballpark Commons Development Project Agreement Regarding Impact Fees and Irrevocable Payment Bond by BPC Golf Entertainment, LLC and BPC County Land, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 15, 2020
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REPORTS AND RECOMMENDATIONS	Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements completion potential agreement with Villa Drive Associates, LLC. The Common Council may enter closed session pursuant to Wis. Stat § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER <i>G.18.</i>
--	--	--

Annexed hereto is a copy of a letter from Attorney Micheal D. Bannon, representing Villa Drive Associates, LLC. Also annexed hereto is a copy of the Subdivision Development Agreement for Villas of Franklin (Franklin Oaks Subdivision) Phase III.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Engineering Dept.: GEM



October 22, 2020

ATTN: Mr. Glen Morrow
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: Villa Drive Associates, LLC

Dear Mr. Morrow:

This firm represents Villa Drive Associates, LLC in regards to the Subdivision Development Agreement for Villas of Franklin.

As you are aware, the development is complete and my client is looking to close out the project. Your office is now requiring work on the project which is not required under the Development Agreement. I believe a review of the Development Agreement should clear up the matter.

The Recitals help set the stage as to Villa Drive's responsibilities:

WHEREAS, a prior developer made certain improvements according to an earlier development agreement with the City, but did not complete those improvements, some needing repair prior to final improvement and acceptance;

Further:

WHEREAS, the Developer is not the successor or assignee of the prior developer of the Subdivision, and bears no responsibility for the extent or quality or completion of work by the prior developer and nothing herein shall be interpreted to create any such liability for Developer; (emphasis added)

This understanding was then carried forward in the Agreement:

2. The Improvements aforementioned shall be described in Exhibit "B" except as noted in Exhibit "E."

This required Villa Drive to construct/install the following

- Final lift of asphalt

dkblaw.com

Phone:
(262) 886-9720

Fax:
(262) 886-3074

7418 Washington Ave.
Racine, WI 53406

DEMARK, KOLBE & BRODEK
A LIMITED LIABILITY S.C.

395532-13841

- Sidewalks
- Street trees
- Street signs
- Retention basin

The anticipated cost of these items was \$137,880. This amount was used to set the line of credit that the City required under the Development Agreement.

Paragraph 8 of the Development Agreement discusses Villa Drive's responsibilities:

The Developer agrees that it shall be fully responsible for all Improvements in the Subdivision – for which Developer has taken responsibility hereunder – and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this paragraph 8 as to any improvements terminates upon acceptance of that improvement by the City.

Developer is only responsible for their Improvements and developer damages to their Improvements until accepted by the City.

Exhibit "C" to the Development Agreement discusses the "Storm Drains and "Streets" indicating:

"Storm Drainage (Installed previously except to certify the storm water basins and make any correction to place them in design condition)"

and

"Streets (Installed previously except for final lift of asphalt and sidewalks on South side)."

The only time Villa Drive picked up any responsibility to make repairs to prior Improvements is in Exhibit B which states:

"Final "lift" of asphalt permanent pavement in accordance with present City specifications, including necessary repair of existing first lift..."

To now require the first lift to be removed and relaid is in excess of simple repairs and would exceed Villa Drive's responsibilities.

In conclusion, Villa Drive has completed the Improvements it agreed to except the final lift of asphalt which they have been prevented from installing. It stands ready to have the final lift installed. Outside limited "repairs" to the first lift, it is the responsibility of the City to make any wholesale replacement of the first lift as the City now contends is necessary. If the final lift is not installed this year, any additional failure of the first lift is the responsibility of the City. Please let us know when we can complete our obligations under the Development Agreement.

Very truly yours,

DeMARK, KOLBE & BRODEK, S.C.

By:



Micheal D. Bannon

MDB/ck

395532-13841

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

**VILLAS OF FRANKLIN
(Franklin Oaks Subdivision)
Phase III**

February 2016

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
VILLAS OF FRANKLIN
(Franklin Oaks Subdivision)
Phase III**

ARTICLES OF AGREEMENT made and entered into this 16th day of February 2016, by and between Villa Drive Associates LLC, a Wisconsin limited liability company, hereinafter called the "Developer" and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, hereinafter called the "City".

WITNESSETH

WHEREAS, Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, and the repair and re-certification of improvements installed by a prior developer, hereinafter described in this agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, Sections 236.13(2)(a), 236.13(2)(b) and 236.13(2)(c), Wis. Stats. and Chapter 15-9.0300 of the City of Franklin Municipal Code, provide that the governing body of a municipality may require that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided, that necessary alterations to existing public utilities be made, and that the Developer provide a Letter of Credit approved by the City Attorney guaranteeing that the Developer will make and install, or have made and installed, those specific improvements identified herein within a reasonable time, and

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

WHEREAS, a prior developer made certain improvements according to an earlier development agreement with the City, but did not complete those improvements, some needing repair prior to final improvement and acceptance, and

WHEREAS the Developer is not the successor or assignee of the prior developer of the Subdivision, and bears no responsibility for the extent or quality or completion of work by the prior developer and nothing herein shall be interpreted to create any such liability for Developer, and

WHEREAS, the City believes that the orderly planned completion of the necessary improvements for the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the construction of the planned residential structures for the Subdivision based upon the Developer agreeing to proceed with the installation of the Improvements in the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

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

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

- 4 The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is One Hundred Seventeen Thousand, Seven Hundred Two and 00/100 Dollars as itemized in attached Exhibit "D".
- 5 To assure compliance with all of Developer's obligations under this Agreement, the Developer shall file with the City a Letter of Credit (the "Letter of Credit") in the initial amount of \$117,702, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Letter of Credit may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Letter of Credit equals the total amount remaining for Improvement Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Letter of Credit shall be issued by a bank or other financial institution (the "Surety Issuer") reasonably satisfactory to the City (the "Beneficiary") in a form satisfactory to the City Attorney. Failure to file the Letter of Credit within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City of and payment by Developer for all the completed Improvements, the Letter of Credit shall be surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Letter of Credit to the City under this Paragraph 5, except as set forth under Paragraph 13 below.
- 6 In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, the Surety Issuer shall make the said payments to the Contractor within five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Issuer at the address indicated on the Letter of Credit, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer

In addition, the City Engineer may demand that the Letter of Credit be extended from time to time to provide that the Letter of Credit be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Letter of Credit is not extended for a minimum of a one (1) year period prior to expiration date of the Letter of Credit, the Surety Issuer shall make payment of the remaining balance of the Letter of Credit to the City to be placed as an escrow deposit.

Any funds remaining in such escrow deposit after all of the Developer's obligations hereunder have been fully paid for, satisfied and completed, shall be returned to the Developer upon the City's receipt of the written consent of the Surety Issuer.

- 7 The following special provisions shall apply:
- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (c) In the event such was not accomplished under the agreement with the prior developer of the Subdivision, then Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and

casement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

- 8 The Developer agrees that it shall be fully responsible for all the Improvements in the Subdivision - for which Developer has taken responsibility hereunder - and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period") Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8 as to any improvement terminates upon acceptance of that Improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period
- 10 If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided, however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury
11. Except as otherwise provided in Paragraph 12 below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with.
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer,
 - (b) the negligent or willfully wrongful construction of the Improvements (as defined herein and not as may have been installed by a predecessor of Developer) by the Developer or by any of said subcontractors,
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period,
 - (d) the violation by the Developer or by any of said subcontractors of any law, rule, regulation, order or ordinance, or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties, or in relation to any work for which Developer is not expressly responsible for under this agreement.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Letter of Credit equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Letter of Credit shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Letter of Credit maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total

Improvements Costs for one (1) year after the improvements have been accepted by the City. This Letter of Credit shall be a partial continuation of, and not in addition to, the Letter of Credit described in Paragraph 5 above.

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

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

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

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

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

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

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c) Wis. Stats.

18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Section 21.40 of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and

the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder

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

Bodily Injury \$1 000 000Per Person
\$ 1 000 000Per Occurrence
\$1 000.000Aggregate

Property Damage \$500,000 Per Occurrence
\$500,000 Aggregate

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

Bodily InjuryPer Person \$1,000,000
\$1,000,000 Per Occurrence

Property Damage \$500,000 Per Occurrence

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

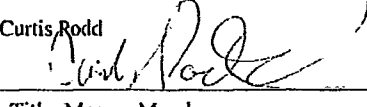
- 15 The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
- 16 The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c)Wis. Stats.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Section 21.40 of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said parties of the second party have caused these presents to be duly executed by Thomas M Taylor, Mayor and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF:

Curtis Rodd

By.


Title Managing Member

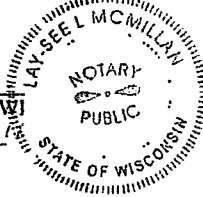
Party of the First Part

STATE OF WISCONSIN)ss.

Milwaukee COUNTY)

This instrument was acknowledged before me on March 1 2016 (date) by Curtis Podd,
Managing Member of Villa Drive Associates, LLC

Lay-See L. McMillan
Notary Public, Milwaukee County, WI
My commission expires 7/28/2016



CITY OF FRANKLIN

By [Signature]
Name: Stephen R. Olson
Title: Mayor



COUNTERSIGNED

By [Signature]
Name: Sandra L. Wesolowski
Title: City Clerk

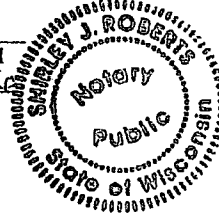
By

Parties of the Second Part

STATE OF WISCONSIN)ss
MILWAUKEE COUNTY)

Personally came before me this 2nd day of March, 2016, the above named
Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal
corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal
Deed of said municipal corporation by its authority and pursuant to Resolution File No. 2016-7172,
adopted by its Common Council on this 14th day of February, 2016.

[Signature]
Notary Public, Milwaukee County, WI
My commission expires: 3-27-16



This instrument was drafted by Glen E. Morrow,
City Engineer for the City of Franklin

Form approved.
[Signature]
Jesse Wesolowski, City Attorney
corporation, and acknowledged that they had executed the foregoing instrument as such officers as
the Deed of said municipal corporation by its authority and pursuant to Resolution File No. , adopted
by its Common Council on this

This instrument was drafted by Glen E. Morrow,
City Engineer for the City of Franklin

*Signed pages
from our scanned copy
on computer in PDF.*

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
VILLA'S OF FRANKLIN
(Franklin Oaks Subdivision)
Phase III**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
VILLA'S OF FRANKLIN
(Franklin Oaks Subdivision)
Phase III

LEGAL DESCRIPTION
OF SUBDIVISION

Includes buildings 25-39 located in Outlot 3 and Outlot 4 of the "First Addendum to the Villas Condominium"

Lands being a part of Outlot 3 and Outlot 4 of "First Addendum to the Villas Condominium," being a part of Franklin Oaks, a re-division of Parcels 1 and 4 of Certified Survey Map No 7004 and lands in the NE ¼ and the NW ¼ of the NE ¼ of Section 13, T5N, R21E, in the City of Franklin, Milwaukee County, Wisconsin.

Beginning at the Northwest corner of said Section, thence N 88°00'24" E along the North line of said ¼ section, 2206.58 feet; thence S 00°01'54" E, 660.29 feet to the point of beginning of lands hereinafter described: thence N 87°58'12" E, 0.49 feet to a point; thence S 00°01'54" E, 474.78 feet to a point; thence N 87°59'50" E, 27.74 feet to a point, thence S 02°00'10" E, 65.99 feet to a point, thence S 87°59'50" W, 35.81 feet to a point of curvature; thence 120.10 feet along the arc of a curve, whose center lies to the North, with a radius of 173.00 feet, with a chord bearing of N 72°06'55" W, with a chord length of 117.70 feet to a point of tangency; thence N 52°13'40" W, 49.02 feet to a point; thence N 02°03'40" W, 3.95 feet to a point; thence S 87°56'20" W, 709.73 feet to a point; thence S 76°38'22" W, 75.48 feet to a point; thence N 16°57'04" W, 138.02 feet to a point; thence N 72°31'24" E, 52.26 feet to a point of curvature; thence 44.55 feet along the arc of a curve, whose center lies to the North, with a radius of 767.00 feet, with a chord bearing of N 74°11'15" E, with a chord length of 44.55 feet to a point; thence N 14°08'54" W, 66.00 feet to a point, thence N 00°15'57" W, 110.22 feet to a point, thence N 19°00'37" W, 185.20 feet to a point; thence N 83°22'09" E, 272.16 feet to a point; thence S 66°39'38" E, 119.65 feet to a point; thence 87°58'12" E, 583.27 feet to a point of beginning.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
VILLAS OF FRANKLIN
(Franklin Oaks Subdivision)
Phase III

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

Description of improvements required to be installed to develop (Name of Development) Subdivision (the Development)

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

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

- | | | |
|----|--|-----|
| 1 | Final "lift" of asphalt permanent pavement in accordance with present City specifications, including necessary repair of existing first "lift" and repair of concrete curb and gutter | * D |
| 2 | Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications | * D |
| 3. | Street trees. | * D |
| 4 | Engineering, planning and administration services as approved. | * D |
| 5 | Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and drainage basin area in accordance with the master drainage plan and/or approved system plan. The only work to be performed in this category shall be that needed to obtain recertification of the storm water pond. | * D |
| 6 | Street signs identifying the Subdivision street in such locations and such size and design as determined by the City. | *D |

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
VILLA'S OF FRANKLIN
(Franklin Oaks Subdlvision)
Phase III

GENERAL SUBDIVISION REQUIREMENTS

I GENERAL

- A. The Developer shall prepare plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations
- B. All improvements shall be installed in accordance with all City specifications and ordinances.

II LOT SIZE AND UNIT SIZE

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

III WATER SYSTEM (Installed previously)

IV. SANITARY SEWER SYSTEM (Installed previously)

V. STORM DRAINAGE (Installed previously except to certify the storm water basins and make any corrections to place them in design condition)

VI STREETS (Installed previously except for final lift of asphalt and sidewalks on south side)

VII EASEMENTS (Installed previously)

VIII. PERMITS ISSUED

A Building Permits

- 1. No building permits shall be issued until
 - a) Drainage has been approved
 - b) Streets and lots have been approved, and curb and gutter repaired and the second course of asphalt pavement installed
 - c) All Subdivision monuments have been set
- 2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin

B Occupancy Permits

1. No temporary occupancy permits shall be issued until
 - a) The gas, telephone and electrical services have been installed and are confirmed to be in operation.
 - b) The water system is tested and approved

IX DEED RESTRICTIONS

A A Letter of Credit approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this agreement shall be submitted to the City before any permits are issued.

B. The time of completion of improvements

1. The Developer shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement
2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

1. At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and one-fourth percent (2-1/4% of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1-3/4%) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00, and one-and-one-fourth percent (1-1/4%) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

EXHIBIT TO
 SUBDIVISION DEVELOPMENT AGREEMENT
 FOR
 VILLA'S OF FRANKLIN
 (Franklin Oaks Subdivision)
 Phase

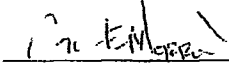
ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Final lift of asphalt	\$ 44,000
Sidewalk	52,000
Street Trees - 36 trees @ \$300	10,800
Street Signs	1,000
Retention Basin	10,000
SUBTOTAL	\$ 117,800
Engineering/Consulting Services	None
Municipal Services (7% of Subtotal)	8,300
Contingency Fund (10% of Subtotal)	11,780
TOTAL.	\$ 137,880

Total One Hundred Thirty Seven Thousand, Eight Hundred Eighty and 00/100 Dollars.

APPROVED BY: 
 Glen E. Morrow, City Engineer

DATE March 2, 2016

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
VILLA'S OF FRANKLIN
(Franklin Oaks Subdivision)
Phase III

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP") Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.
2. The Developer agrees to pay the City for street trees planted by the City on W. Villa Drive at the rate of \$300.00 per tree with a planting distance between trees of 75 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the developer, the developer's sub-contractors, or the lot owners
3. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Developer will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector
4. For construction by Developer, and not for other construction, the Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer
5. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
6. The Developer shall maintain a series of water retention basins as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or an owners association
7. The Developer shall complete the final lift of asphalt and adjust valves and manholes on W Villa Drive.
8. The Developer shall install five foot wide concrete sidewalk on the south side of W Villa Drive
9. The Developer shall certify the storm water basin and make any adjustment necessary to meet design conditions for the basins in Phase III

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
VILLA'S OF FRANKLIN
(Franklin Oaks Subdivision)
Phase III

CONSTRUCTION SPECIFICATIONS

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

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

sis\Villa's of Franklin -Franklin Oaks Subdivision Phase III 2016 final after CC approval

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2020
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of December 15, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

License Committee

Agenda*

Aldermen's Room

December 15, 2020 - 5:40 p.m.


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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 New 5:45 p.m.	Hempel, Samantha J. 11353 W Mayers Dr Franklin, WI 53132 Irish Cottage			
Operator 2020-2021 New	Blank, Jennifer M. 2148 S. Burrell St. Milwaukee, WI 53207 Pick 'n Save #6431			
Operator 2020-2021 New	Gnatzig, Larry P. 13800 W. Park Central Blvd. #454 New Berlin, WI 53151 Sendik's			
Operator 2020-2021 New	Hauerwas, Jason J. 7987 S. Susanna Court Franklin, WI 53132 Pick 'n Save #6431			
Operator 2020-2021 New	Krasinski, Miranda F. 3147 S. 38 th St. Milwaukee, WI 53215 Point After Pub & Grille			
Operator 2020-2021 New	Liggins, Gerald 6036 Doyle St. Greendale, WI 53129 Walgreens #15020			
Operator 2020-2021 New	Marchan, Carlos 3460 E. American Ave. Oak Creek, WI 53154 On The Border			
Operator 2020-2021 New	Martinez, Carlos L. 7000 W. Southridge Dr. Apt. 40 Greenfield, WI 53220 Walgreens #15020			
Operator 2020-2021 New	Thaler, Ann M. 9044 W. Elm Ct. Unit D Franklin, WI 53132 Irish Cottage			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Fleet Reserve Association Branch 14 – St. Martins Fair Fee Waivers: St. Martins Fair Permit Dates of Events: September 5-6, 2021 Location: St. Martins Labor Day Fair			

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Park Concerts – Free Concerts Fee Waivers: Park Permits, Band Shell Fees, Temporary Entertainment and Amusement License Dates of Events: 6/27/21, 7/11/21, 7/25/21, 8/8/21, 8/22/21 Location: Lions Legend Park 1			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Department – National Night Out Fee waivers: Temporary Entertainment & Amusement, Food License Date of Event: 8/2/2021 6-9pm Location: Franklin Public Library, 9151 W Loomis Rd.			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St. Paul's Lutheran School – School Picnic Fee Waivers: Park Permit Dates of Events: 5/27/21 noon-4pm Location: Vernon Barg Pavilion – Lions Legend II			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Xaverian Missionaries – Annual Mission Festival Fee waivers: Extraordinary Event License, Temporary Class B Beer and Wine License, Operator Licenses, Temporary Food Licenses, and Sign Permits. Date of Event: 6/26-6/27/21 Location: Xaverian Missionaries, 4500 Xavier Dr.			
		Time		
3.	Adjournment			

*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.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated December 2, 2020 through December 11, 2020 Nos. 180616 through Nos. 180791 in the amount of \$ 1,414,362.72. Also included in this listing are EFT's Nos. 4453 through Nos. 4464. Library vouchers totaling \$ 7,015.89 and Water Utility vouchers totaling \$ 20,546.49.</p> <p>Included in the voucher report is refunding of the taxable NAN 2018A payment in the amount of \$9,580,277.33. This was directly removed from the investment account to Bond Trust Services, the City's paying agent.</p> <p>Early release disbursements dated December 2, 2020 through December 10, 2020 in the amount of \$ 1,216,343.89 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.</p> <p>The net payroll dated December 4, 2020 is \$ 413,823.53, previously estimated at \$ 412,000. Payroll deductions dated December 4, 2020 are \$ 235,915.92 previously estimated at \$ 245,000.</p> <p>The estimated payroll for December 18, 2020 is \$ 430,000 with estimated deductions and matching payments of \$ 239,000.</p> <p>The estimated payroll for December 31, 2020 is \$ 424,000 with estimated deductions and matching payments of \$ 445,000.</p> <p>Attached is a list of property tax disbursements Nos. 17924 through Nos. 17926 dated December 2, 2020 through December 10, 2020 in the amount of \$ 3,846.09. Voided checks in the amount of \$ (3,700.99) are separately listed.</p> <p>Approval to release final payment to Wanasek in the amount of \$ 29,367.27 for 68th St improvements.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p>		
<p>Motion approving the following:</p> <ul style="list-style-type: none"> • City vouchers with an ending date of December 11, 2020 in the amount of \$ 1,414,362.72 and • Payroll dated December 4, 2020 in the amount of \$ 413,823.53 and payments of the various payroll deductions in the amount of \$ 235,915.92 plus City matching payments and • Estimated payroll dated December 18, 2020 in the amount of \$ 430,000 and payments of the various payroll deductions in the amount of \$ 239,000, plus City matching and • Estimated payroll dated December 31, 2020 in the amount of \$ 424,000 and payments of the various payroll deductions in the amount of \$ 445,000, plus City matching and • Property Tax disbursements with an ending date of December 10, 2020 in the amount of \$ 3,846.09 and • Approval to release payment to Wanasek in the amount of \$29,367.27. 		
<p>ROLL CALL VOTE NEEDED</p>		

Sandi Wesolowski

From: Andy and Becky Kleist <abcdkleist@gmail.com>
Sent: Tuesday, December 15, 2020 3:14 PM
To: Sandi Wesolowski
Subject: Comments for Common Council Meeting Tonight

Hi Sandi,

Here are comments for tonight's Common Council meeting. Please include them in the packet for tonight. --
Thank you

The Hills Has Eyes event summary on the agenda does not include the number of people in the surrounding communities that were traced back to this location from exposure to Covid-19. The report discusses people running and screaming into groups. In my research on the spread as an airborne disease, this is clearly problematic. As well as loud music and noise that people have to shout to be heard.

The City of Franklin is a partner in this development and a massive financial investor. The greater Milwaukee area should know how many cases are tracked to this location. In addition, how did several additional days become added to the event after the Common Council approved 8 days? The application did not even mention these additional days later called "Beer and Cider Sundays". How did the City follow any procedure or process with these additional days for this entertainment event during a pandemic with 4,000 deaths now in Wisconsin? Is that following any City process for these types of events when it wasn't even on the application?

Additionally, how did the live band get permitted on September 19th, and who is approving these extra events for this development? When was this on any City agenda or any meeting?

The ethics in this City requires extensive research before establishing any new ethics board. The past 5 years should be examined closely on how to address the multiple issues with ethics that continue to plague Franklin. One of which is the public nuisance the City created with this development and neglecting the surrounding families for years.

Thank you for your time,

Andy

Sandi Wesolowski

From: DANA KERR <kerrconsulting@msn.com>
Sent: Tuesday, December 15, 2020 5:36 PM
To: Sandi Wesolowski
Subject: Common Council
Attachments: CC8-10-2004 ethics removal.jpg; CCremovalEthics 3-1-05 pdf

Dana Gindt 9011 West Hawthorne Lane, comments for 12-15-20 Common Council meeting, please include my comments in the online packet.

Agenda Item G6 Review and Consideration of Ethics Board

I believe there is a conflict of interest regarding the Mayor being involved in the creation of the Ethics Board and ethics ordinances. The request for an ethics board has been made multiple times over many years. Yet nothing was done by Mayor Olson. I appreciate this finally is being considered but additional information and extensive research is required. The Mayor could have acted on this in the past but did not. I feel there is a conflict of interest.

The Ethics Board was voted to be removed by Steve Olson when he was an alderman. The creation of a new ethics board or its ordinances should not be rushed into and should not involve the Mayor in my opinion.

Here are my reasons for this concern:

At the 8-10-2004 Common Council Item F-18d **Alderman Steve Olson made the motion to dismiss any pending complaint without prejudice and then scheduled the public informational meeting for the purpose of dissolving the Ethics Board.**

At the 3-1-2005 Common Council meeting Item F-10 **Alderman Steve Olson made the motion to repeal the Code of Ethics of the Municipal Code.** I believe the removal of the Ethics Code and the Ethics Board was a direct result of trying to avoid a legitimate complaint regarding self-dealing at the City. Therefore, I feel the Mayor should not be involved in any aspect of recreating the ethics board given the past history.

Attached above are the minutes from those meetings to support the above information.

Further research into what complaint was pending at that time, I believe should further support that Mayor Olson should not be involved in the Ethics Board re-creation.

To prepare for a new Ethics Board and new ordinances the following should be researched:

- request public input regarding the formation of the ethics board
- a study of public opinion of what issues need to be addressed by the ethics board
- research the previous versions of the ethic board ordinances
- request that the include disclosure of business associations and affiliations, not just tax documents as presently established.

- research other community ethic boards and ordinances. The ethics board impacts all City employees, commissions, boards, and elected officials and should have input from all.
- an independent attorney should be the chairman and some of the other citizens with legal professions

On 3-1-2005 CHARTER ORDINANCES ORDINANCE NO, 2005-1835 it was "established thereunder, and having determined that the substantial **repeal of Chapter 36 of the Municipal Code** and the dissolution thereby of the Ethics Board.....**is in the public interest and will further the more efficient administration of the City Government without adverse impact upon the public trust or the assurance of the existence of requisite integrity in the public service; and..**

I believe if you ask the public their opinion if the removal of the Ethics Board was "in the public interest" ... "without adverse impact upon the public trust or assurances of the existence of requisite integrity in public service" that there would be many people that would dispute that as being accurate.

Page 71 of the City budget indicates the job description of the Franklin Mayor as: [https://www.franklinwi.gov/Files/Finance/2020Budget/2020 Adopted Budget Complete Searchable.pdf](https://www.franklinwi.gov/Files/Finance/2020Budget/2020%20Adopted%20Budget%20Complete%20Searchable.pdf)

"The Mayor is the Chief Executive Officer of the City, responsible for **ensuring that all City ordinances and State laws are observed and enforced and that all City officers, boards, and commissions properly discharge their duties..** SERVICES:

- Represent people of the City of Franklin.
- Administer City government in accordance with City Ordinances and State Statutes"

In my opinion, how can there be accountability of "properly discharging the duties" of each City representative without a proper Ethics Ordinances and Ethics Board?

In addition, the charter ordinance flow chart shows the citizens of Franklin at the top. Not the Mayor. So shouldn't the citizens be heard regarding their concerns with ethics at the City?

Citizens should be able to have confidence in the fiduciary duties of City representatives. Many have expressed concerns about ethics over several years. There needs to be some accountability, our taxes pay for the City services and jobs.

In addition:

Agenda Item G3 includes a "summary from the health department for the **Hills Has Eyes** event"

Where is the information regarding how many people attended this event? This information should be considered on how much this pandemic was spread from events at the Rock Sport Complex.

Why is there no information or update regarding the surge in cases in Franklin? What has been the underlying reason for the substantial increase? Clearly the City of Franklin being a financial partner and approving the endless entertainment venues at this location during a pandemic should be evaluated. There should be a monthly update at the Common Council by the Health Department reporting what is going on in this community regarding cases and causes. This goes again back to accountability.

WHO is supposed to ensure that motions made at the Common Council and Planning Commission are followed through on?

WHO is to ensure that approvals are followed through on and enforced and not additional days added to an event such as Hills Has Eyes without any public meeting, without any application or information.

WHO approved this?

As part of the public service the commissioners and elected officials as well as the fiduciary duty shouldn't all the official online complaints and police calls for a development be part of the review each time some new aspect or application is made or amendment requested? Why is it not? What is the policy and procedure? Why not have more information instead of limited information for consideration?

Thank you for your time and consideration,
Please do extensive and proper research, do not work in haste yet again.
Dana Gindt

ORD. 2004-1806
COMMUNICABLE
DISEASE

F-18a. Alderman Solomon moved to adopt Ordinance No. 2004-1806, AN ORDINANCE TO AMEND §55.18 OF THE MUNICIPAL CODE TO INCLUDE AND SPECIFICALLY REFERENCE ISOLATION AND QUARANTINE REGULATIONS AND PROCEDURES IN THE EVENT OF A COMMUNICABLE DISEASE OUTBREAK. Seconded by Alderman Gardner. All voted Aye, motion carried.

SINGLE PARCEL
DEMOLITION

F-18b. Alderman Olson moved to schedule a public hearing on September 21, 2004, for an ordinance to amend the Municipal Code as it pertains to impact fees to allow for an exemption from such fees for single parcel demolition/build single family construction as amended by the City Attorney. Seconded by Alderman Solomon. All voted Aye, motion carried.

LEGAL SERVICES
INVOICE

F-18c. Mayor Klimetz, Alderman Sohns and Alderman Bergmann recused themselves. Acting Council President Kosovich announced he will vote as an Alderman on this matter.

Alderman Olson moved to authorize payment of invoice in the amount of \$8,419.00 from Attorney John Fuchs for legal services related to an Ethics Board matter as requested by Alderman Sohns and Ken Skowronski. Seconded by Alderman Gardner. All voted Aye, motion carried.

ETHICS CODE

F-18d. Alderman Olson moved to dismiss any pending complaints without prejudice and schedule a public informational hearing on 9/7/04 for the purpose of dissolving the Ethics Board and to repeal the Ethics Code with any exceptions recommended by the City Attorney. Seconded by Alderman Solomon. All voted Aye, motion carried.

CLAIM

F-19. Alderman Solomon moved to deny the claim of Donna Fry for bodi

Franklin Common Council

3/01/05

Page Three

- CHARTER ORD.
2005-1835
CODE OF ETHICS
- F-10c. Alderman Olson moved to adopt Charter Ordinance No. 2005-1835, AN ORDINANCE TO REPEAL THE CODE OF ETHICS OF THE MUNICIPAL CODE AND TO PROVIDE FOR THE FILING OF STATEMENTS OF ECONOMIC INTERESTS BY ELECTED OFFICIALS, CANDIDATES AND OTHER SPECIFIED OFFICIALS OF THE CITY. Seconded by Alderman Sohns. All voted Aye, motion carried.
- RES. 2005-5833
STATEMENT OF
ECONOMIC
INTEREST
- Alderman Solomon moved to adopt Resolution No. 2005-5833, A RESOLUTION APPROVING THE USE, FORM AND CONTENT OF A FINANCIAL DISCLOSURE STATEMENT AS REQUIRED BY CHAPTER 36 OF THE MUNICIPAL CODE. Seconded by Alderman Gardner. All voted Aye; motion carried.
- Mayor Klimetz tabled the proposed values-based ethics code indefinitely, submitted by Alderman Bergmann.
- RES 2005-5834
TAX LEVY
RESTRICTIONS
- F-10d. Alderman Solomon moved to adopt Resolution No. 2005-5834, A RESOLUTION IN OPPOSITION TO STATE FORCED MUNICIPAL TAX LEVY RESTRICTIONS THROUGH LIMITS TO LOCAL PROPERTY TAX LEVIES. Seconded by Alderman Sohns All voted Aye; motion carried.
- ECONOMIC
DEVELOPMENT
FEASIBILITY
STUDY
- F-10e. Alderman Kosovich moved to enter into a contract with Ehlers & Associates for the Economic Development Feasibility Study relative to land surrounding the landfill not to exceed \$10,000 to be billed on an hourly basis. Seconded by Alderman Sohns. All voted Aye, motion carried.
- RES. 2005-5835
COMPREHENSIVE
MASTER PLAN
- F-10f. Alderman Sohns moved to adopt Resolution No. 2005-5835, A RESOLUTION APPROVING AN AGREEMENT WITH PLANNING & DESIGN INSTITUTE FOR UPDATING THE CITY OF FRANKLIN COMPREHENSIVE MASTER PLAN at a cost not to exceed \$218,000, and a total project cost not to exceed \$260,000, as recommended by the Plan Commission. Seconded by Alderman Kosovich. All voted Aye; motion carried.
- Alderman Solomon moved to approve that the funding for the Comprehensive Master Plan Update project be taken from the Fund Balance, as recommended by the Finance Committee. Seconded by Alderman Olson. All voted Aye; motion carried.
- CLOSED SESSION-
TRANSITIONAL
FACILITY
- F-11. Alderman Olson moved to schedule a public informational hearing on 3/15/05 at 6:30 p.m. at the Franklin Public Library regarding the possible location of a transitional facility of persons committed to the custody of the Department of Health and Family Services under