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

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, DECEMBER 7, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements - A Proclamation in Highly Earned Honor and Historic Recognition of the 2021 Franklin High School Football Wisconsin Division 1 State Champions.
- C. Approval of Minutes: Approval of Minutes of the Regular Common Council Meeting of November 16, 2021.
- D. Hearings.
- E. Organizational Business - The Mayor has made the following appointments for Council confirmation:
 - 1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2022.
 - 2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2022.
 - 3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2022.
 - 4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2022.
 - 5. Jeffrey Kuderski, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2022.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) A Resolution Authorizing the Installation of a Fence Within the West One-Half (1/2) of the 20-Foot Wide Storm Sewer Easement at 10591 West Cortez Cir., (Tax Key No. 747-0035-001), (Whitnall Pointe Limited Partnership as Applicant).

Common Council Meeting Agenda

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- (b) A Resolution Authorizing the Installation of a Fence Within the 30-Foot Public Utility Easement Upon Lot 13 in Block 10 of Root River Heights (8211 S. 59th Street) (Tax Key No. 806-0174-000) (Bernadette Kagel, Applicant).
 - (c) Authorize Staff to Solicit Quotes for Equipment Considered in the 2022 Highway Equipment Replacement and Capital Outlay Funds.
 - (d) 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, 2022, with JSA Environmental, Inc.
 - (e) An Ordinance No. 2021-2485, An Ordinance to Amend § 30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries (Introduced on November 2, 2021).
2. Common Council Confirmation of Policies and Procedures Between the Franklin Senior Travel Program and the City of Franklin.
3. Request from the Fire Department for Approval for a Purchase Agreement for a 2022 Seagrave TR50CA Marauder Pumper to Replace a 2002 KME Predator Pumper (FD Chassis #204) from the 2022 Equipment Replacement Fund.
4. Request Common Council Approval to Purchase Five Thermal Imaging Cameras (TICs) at a Cost not to Exceed \$23,450 and Utilize a Grant of \$7,955 Toward the Purchase.
5. An Ordinance to Amend Ordinance 2020-2453, An Ordinance Adopting the 2021 Annual Budget for the Capital Outlay Fund to Provide \$23,450 of Appropriations for the Purchase of Five Thermal Imaging Cameras.
6. An Ordinance To Amend §15-3.0442 of the Unified Development Ordinance, Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) to Add a Use and Hours of Operation for the Indoor Sports Complex (Midwest Orthopedic Specialty Hospital (MOSH) Performance Center) for the YMCA of Metropolitan Milwaukee Fitness Studio/Gym Use (Christopher D. Buday, River Rock Performance Properties, LLC, Applicant) (7095 South Ballpark Drive).
7. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a 2 Lot Certified Survey, Being the North 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Dorothy Bosch Common Trust, Applicant) (at 10757 South 92nd Street).
8. Recommendation from Economic Development Commission for Multiview Advertising Package Fiscal Year 2022.
9. Modify the Current Schedule for Franklin Residential Brush Drop-Off and Recycling Center at 7979 W. Ryan Road to Operate Only on Tuesdays and Thursdays.
10. A Resolution to Purchase 0.1767 Acres from Payne and Dolan, Inc. for the S. 51st Street and W. Drexel Avenue Intersection Project for a Not to Exceed Amount of \$16,000.
11. A Resolution Authorizing Certain Officials to Execute an Acknowledgment of Collateral Assignment of Development Agreement from Oakwood Industrial LLC to Associated Bank, National Association.
12. Recommendation to Correct a Recently Identified 2021 Health Plan Issue Related to the HRA/HSA.
13. October 2021 Monthly Financial Report.

Common Council Meeting Agenda

December 7, 2021

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14. Paul R. Conforti, et al. v. City of Franklin, et al., Milwaukee County Circuit Court, Case No. 20-CV-0758. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
15. 3151 W. Elm Road, LLC v. City of Franklin, Milwaukee County Circuit Court, Case No. 20-CV-3637. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
16. Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of November 16, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

December 9	Plan Commission Meeting	7:00 p.m.
December 21	Common Council Meeting	6:30 p.m.
December 24 & 25	City Hall Closed - Holiday	
December 30 & 31	City Hall Closed - Holiday	
January 4	Common Council Meeting	6:30 p.m.
January 6	Plan Commission Meeting	7:00 p.m.

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City of Franklin Proclamation

A PROCLAMATION IN HIGHLY EARNED HONOR AND HISTORIC RECOGNITION OF THE 2021 FRANKLIN HIGH SCHOOL FOOTBALL WISCONSIN DIVISION 1 STATE CHAMPIONS

WHEREAS, the Franklin High School Football season in 2021 has raised the pinnacle of the Tremendous Saber Pride to the Top of the Mountain,

WHEREAS, the Incredible undefeated season of competition, including the opening day game on August 20, 2021 *“Never give up never, ever give up”*, and then the *“d  ja vu all over again”* thereof upon the Playoff game on November 12, 2021, the Friday before the State Championship game,

WHEREAS, it has been a joyful, and well-earned achievement by the excellence of Coach of the Year Louis Brown and the Team, whose members worked, thought, and played together as one, through the wonderful season of Friday evenings and nights of victory earned and deserved;

WHEREAS, within the All for One and One for All spirit, that unites us all in life, work and play, Outstanding Quarterback Myles Burkett wrote in a letter to *“Dear Franklin”* on the day after the Championship Victory After expressing gratitude to his coaches, teachers, school staff and the student body, Burkett concluded with *“Lastly to my family, Franklin We did it. We are Champions Not just our program but our entire city It took every single one of us, every single week to get it done So now we celebrate Franklin, Thank you It has been a pleasure ”*; and

WHEREAS, the history of the 2021 Franklin High School Football Wisconsin Division 1 State Championship shall live on forever.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the elected officials and the staff of City government, during this first Christmas Parade in the history of the City, and upon the historic achievements accomplished by the 2021 Franklin High School Football Team and its Coaches, hereby proclaim the highly earned honor, dignified respect and historic recognition of the 2021 Franklin High School Football Wisconsin Division 1 State Champions On, Wisconsin! On, Franklin!

Presented to the Franklin High School Football Wisconsin Division 1 State Champions and the City of Franklin this 4th Day of December, 2021



Stephen R. Olson, Mayor

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 16, 2021
MINUTES

C.

- ROLL CALL A. The regular meeting of the Common Council was held on November 16, 2021 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 Ed Holpfer, 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, Finance Director & Treasurer Paul Rotzenberg, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:32 p.m. and closed at 6:32 p.m.
- MINUTES
NOV. 2, 2021 C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of November 2, 2021 as corrected at Items A. and G.14. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- 2022 BUDGET
PUBLIC HEARING D. Following an overview by Director of Administration Peggy Steeno, a public hearing on the 2022 Proposed Budget was called to order at 6:49 p.m. and closed at 6:49 p.m.
- BUDGET FOR
W. MARQUETTE AVE.
AND VICINITY G.1. No action was taken on the questions and answers concerning the budget for W. Marquette Avenue and other City projects in the vicinity as presented by City Engineer Glen Morrow.
- ORD 2021-2486
ADOPT 2022 ANNUAL
BUDGET G.2. Alderwoman Hanneman moved to amend the Proposed 2022 Budget for the Replacement of Fire Engine 204 in the Equipment Replacement Fund, Fund 42, to include adding an appropriation in the amount of \$85,000. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- Alderman Holpfer moved to adopt Ordinance No. 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST. MARTIN'S FAIR, DONATIONS, GRANTS, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8, AMERICAN RECOVERY ACT, INTERNAL SERVICE FUNDS, AND ESTABLISHING THE TAX LEVY AND OTHER

REVENUE FOR THE CITY OF FRANKLIN AND ESTABLISHING THE SOLID WASTE FEE. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

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| RES. 2021-7796
SALE OF \$6,510,000
BONDS | G.3. | Alderman Barber moved to adopt Resolution No. 2021-7796, A RESOLUTION AWARDDING THE SALE OF \$6,510,000 GENERAL OBLIGATION BONDS, SERIES 2021B. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried. |
| TEMPORARILY CLOSE
S. LEGEND DR. AND S.
SCHLUETER PKWY.
FOR PARADE | G.4. | Alderman Barber moved to support the ad-hoc committee event and authorization to close S. Schlueter Parkway and S. Legend Drive on December 4, 2021, during the hours of 1:00 p.m. and 7:00 p.m. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| M.O.U. WITH
GREENFIELD POLICE
FOR FORENSIC
SERVICES | G.5. | Alderman Mayer moved to authorize the Police Department to enter into a Memorandum of Understanding with the Greenfield Police Department which allows access and use of a Digital Forensic Lab and services for the cost of \$4,000 using currently budgeted funds. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| AGREEMENT WITH
ANDRES MEDICAL
BILLING ASSOC. FOR
EMS BILLING | G.6. | Alderman Mayer moved to approve an agreement with Andres Medical Billing Associates Ltd., for Emergency Medical Service User Fee Billing Services, through December 21, 2022. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| REPLACEMENT
WATER HEATER AT
FIRE STATION NO. 1 | G.7. | Alderwoman Wilhelm moved to approve the Emergency Purchase and Installation of an Unplanned Water Heater Replacement at Fire Station #1 in the amount of \$12,114.35. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried. |
| 2021-2022 PUBLIC
HEALTH GRANTS | G.8. | Alderman Mayer moved to authorize the Director of Health and Human Services to accept the 2021-2022 Division of Public Health Communicable Disease Grants for the health department. Seconded by Alderman Barber. All voted Aye; motion carried. |
| HEALTH DEPT.
PURCHASE OF
APX8000 RADIOS | G.9. | Alderman Barber moved to authorize the Director of Health and Human Services to purchase five APX8000 radios for enhanced communication capabilities at a cost of \$28,579 for the Health Department. Seconded by Alderman Holpfer. All voted Aye; motion carried. |
| PURCHASE OF SAN
WARRANTY
EXTENSIONS | G.10. | Alderman Barber moved to authorize the purchase of the server and SAN warranty extensions through Paragon Development Systems, Inc. at a total cost of \$20,681.93 as budgeted for in the 2021 |

Information Services Computer Equipment Capital Outlay budget (41.0144.5841). Seconded by Alderman Mayer. All voted Aye; motion carried.

- RES. 2021-7797
LAND COMBINATION
FOR W. RAWSON AVE.
AND S. 27TH ST. G.11. Alderwoman Hanneman moved to adopt Resolution No. 2021-7797, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 761-9950-003 & 761-9950-001 (2735 WEST RAWSON AVENUE & 7103 SOUTH 27TH STREET) (DR. VIKRAMJIT SINGH DHILLON, OWNER OF SANIA INVESTMENTS LLC, APPLICANT). Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2021-7798
SPECIAL USE FOR
YOUTH BASEBALL
CLUB AT W. FOREST
HOME AVE. G.12. Alderman Nelson moved to adopt Resolution No. 2021-7798, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A YOUTH BASEBALL CLUB INDOOR TRAINING FACILITY USE UPON PROPERTY LOCATED AT 11311 WEST FOREST HOME AVENUE, UNIT 1 (MUSKEGO WARRIORS YOUTH BASEBALL, INC., APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.
- PUBLIC POLICY 2-2021
ADOPT A ROAD G.13. Alderman Barber moved to implement Public Policy 2-2021, and Adopt-A-Road Policy for Franklin Roads as presented by City Engineer Glen Morrow. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- PUBLIC POLICY 1-2021
GARBAGE/RECYCLING
CARTS G.14. Alderman Nelson moved to implement Public Policy 1-2021, a walk-up policy for garbage/recycling carts. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2021-7804
CONTRACT WITH
ROOT-PIKE WIN TO
MEET 2022-2023 DNR
STORM WATER
PERMIT
REQUIREMENTS G.15. Alderman Barber moved to adopt Resolution No. 2021-7804, A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR AN INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2022-2023 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$11,550. Seconded by Alderman Mayer. All voted Aye; motion carried.
- WIS DOT PROJECT
UPGRADES ON US
HWY 45/ST HWY 100 G.16. Alderman Nelson moved to direct Wisconsin Department of Transportation to incorporate all suggested decorative and colored concrete upgrades to a State Municipal Agreement for their project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- PURCHASE OF
POTHOLE PATCH
TRUCK
- G.17. Alderman Barber moved to authorize the Department of Public Works to purchase a Pothole Patch Truck at the cost of \$202,000. Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. 2021-2485
AMEND MUNICIPAL
CODE TO ESTABLISH
ALD. DIST. AND WARD
BOUNDARIES
- G.18. No action was taken at this time on Ordinance No. 2021-2485, an Ordinance to Amend 30-1. Of the Municipal Code to Establish Aldermanic District and Ward Boundaries, which was introduced at the November 2, 2021 Common Council meeting. This Ordinance will be on the December 7, 2021, Common Council agenda.
- RES 2021-7799
ESTABLISH WARD
BOUNDARIES
- G.18.1 Alderwoman Wilhelm moved to adopt Resolution No. 2021-7799, A RESOLUTION ESTABLISHING CITY OF FRANKLIN WARD BOUNDARIES FOLLOWING THE 2020 FEDERAL CENSUS. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2021-7800
DIR. OF ADMIN. AS
INTERIM FINANCE
DIRECTOR/COMP/
TREASURER
- G.19. Alderman Barber moved to adopt Resolution No. 2021-7800, A RESOLUTION DESIGNATING THE DIRECTOR OF ADMINISTRATION AS THE INTERIM FINANCE DIRECTOR/ COMPTROLLER/ TREASURER UNTIL A SUCCESSOR FINANCE DIRECTOR/ COMPTROLLER/TREASURER IS SELECTED AND IN OFFICE. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- 2022 AGREEMENT
WITH RACINE
COUNTY FOR SOIL
TESTING
- G.20. Alderwoman Wilhelm moved to approve the 2022 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement. Seconded by Alderman Barber. All voted Aye; motion carried.
- LIST OF DONATIONS
FOR JULY, AUGUST,
SEPTEMBER,
OCTOBER, 2021
- G.21. Alderman Barber moved to acknowledge and accept donations received for July, August, September and October, 2021 from various Franklin residents and businesses. Seconded by Alderman Mayer. All voted aye; motion carried.
- LICENSES AND
PERMITS
- H. Alderman Nelson moved to approve the following:
- Grant 2021-2022 Operator License to: Jackelyn Mueller, Isaiah Vargas; and
- Grant 2021-2022 "Class A" Beer & Liquor Change of Agent to: Pick'n Save, Mark Waraksa; and
- Approve the PUBLIC (People Uniting for the Betterment of Life

and Investment in the Community) Grant to the following:

1. Franklin Civic Celebration, Franklin City Hall, Lions Legend Park 1, Operator's Licenses, Temporary Class "B" Beer and Wine License, Temporary Entertainment & Amusement License, Soda License, and Park Permits, July 1, 2, 3 and 4, 2022;
2. VFW Post 10394 (Franklin/Hales Corners), Operator's Licenses, Temporary Class "B" Beer, St. Martin's Fair Permit, September 4, and 5, 2022;
3. Fleet Reserve Association Branch 14, St Martin's Fair Permit, September 4 and 5, 2022;
4. St Martin of Tours Parish, St Martin's Fair Permit, September 4 and 5, 2022, pending proof of Insurance (Renew in July 22).

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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following: City vouchers with an ending date of November 11, 2021 in the amount of \$4,389,167.13; Payroll dated November 5, 2021 in the amount of \$403,880.33 and payments of the various payroll deductions in the amount of \$228,912.34 plus City matching payments; Estimated payroll dated November 19, 2021 in the amount of \$413,000 and payments of the various payroll deductions in the amount of \$460,000, plus City matching payments; Estimated payroll dated December 3, 2021 in the amount of \$405,000 and payments of the various payroll deductions in the amount of \$235,000 plus City matching payments; Property Tax distributions with an ending date of November 11, 2021 in the amount of \$8,911.47; Approval to release payment to ATC in the amount of \$60,000.00; Approval to release payment to Trust Account Kamenick Law Office LLC in the amount of \$23,000.00; Approval to release Library vouchers not to exceed \$25,000.00 and Approval to release DF Tomasini payment of \$162,862.04. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
RES 2021-7801
TID 8 DEV.
AGREEMENT WITH
OAKWOOD
INDUSTRIAL LLC,
SPEC INDUSTRIAL

- G.22. Alderwoman Hanneman moved to enter closed session at 7:56 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental

BUILDINGS MIXED
USE DEV. AT 3617 W.
OAKWOOD RD.

actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3617 West Oakwood Road, consisting of approximately 48.9 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 8:38 p.m., Alderwoman Hanneman moved to adopt Resolution 2021-7801, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT BETWEEN THE CITY OF FRANKLIN AND OAKWOOD INDUSTRIAL LLC. Seconded by Alderman Holpfer. All voted Aye; motion carried. Vote recorded as a unanimous vote.

RES. 2021-7802
AMENDMENT 4, TO
TASK 5 TO RUEKERT &
MIELKE, INC. FOR
S. HICKORY ST.

G.23. Alderwoman Hanneman moved to adopt Resolution No. 2021-7802, A RESOLUTION TO AUTHORIZE AMENDMENT 4, TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR PHASE 2 - FINAL DESIGN AND BIDDING OF S. HICKORY STREET FROM W. ELM ROAD TO W. OAKWOOD ROAD IN THE AMOUNT OF \$257,750. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2021-7803
TRANSMISSION
RELOCATION
AGREEMENT AT 3617
W. OAKWOOD RD.

G.24. Alderwoman Hanneman moved to adopt Resolution No. 2021-7803, A RESOLUTION TO ENTER INTO A TRANSMISSION AGREEMENT WITH AMERICAN TRANSMISSION COMPANY, LLC FOR WORK ACROSS 3617 W. OAKWOOD ROAD (TKN 950-9997-002) FOR \$60,000. Seconded by Alderman Barber. All voted Aye; motion carried.

STATE TRUST FUND
LOAN FOR TID 8

G.25. Alderwoman Hanneman moved to authorize staff to file an application with the State Trust Fund Loan Program for future Tax Incremental District No. 8 obligations. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting at 8:41 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12-07-21
REPORTS & RECOMMENDATIONS	Mayoral Appointments	ITEM NUMBER E.

The Mayor has made the following appointments for Council confirmation:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2022.
2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2022.
3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2022.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2022.
5. Jeffrey Kuderski, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2022.

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2022.
2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2022.
3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2022.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2022.
5. Jeffrey Kuderski, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2022.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 7, 2021
Reports & Recommendations	A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE WEST ONE-HALF (1/2) OF THE 20-FOOT WIDE STORM SEWER EASEMENT AT 10591 WEST CORTEZ CIR, (TAX KEY NO. 747-0035-001), (WHITNALL POINTE LIMITED PARTNERSHIP AS APPLICANT)	ITEM NO. G.1.(a)

BACKGROUND

Staff received a request to place a fence within the west one-half (1/2) of a 20-foot wide storm sewer easement. Attached is a letter from property owner that discusses the fence that they would like to install.

The easement has a 24-inch diameter storm sewer pipe. Staff informed the property owner about this matter, and they are agreeable to locating the fence 4-feet off to the west of the existing centerline of the pipe.

ANALYSIS

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

Also of note, the fence will not be buried but will be bolted to the concrete flatwork.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2021-_____ a resolution authorizing the installation of a fence within the west one-half (1/2) of the 20-foot wide storm sewer easement at 10591 West Cortez Circle, (Tax Key No. 747-0035-001), (Whitnall Pointe Limited Partnership as applicant).

Engineering: GEM



November 17, 2021

Mr. Glen Morrow, City Engineer
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re. Clubhouse Renovation/Addition at Whitnall Pointe – pool deck fence within storm sewer easement

Mr. Morrow:

Per our discussion and my discussions with Ronnie Asuncion of your office, we are requesting approval from the City Council of the City of Franklin to place a fence within the 10'-0" easement of the storm sewer that runs east of the pool deck of the new pool for our above-referenced project at Whitnall Pointe. The fence is required to limit access to the pool for safety reasons.

Per our site plan on sheet A0.1 (For City Council Review, dated 11/15/21) which was sent previously, we are proposing to place the centerline of the fence 4'-0" from the centerline of the storm sewer in lieu of the 10'-0" required easement. Attached, please find photographs of the existing fence, and the new fence is to match the existing fence along the perimeter of the existing pool.

The fence is a 6'-0" high steel fence with 2x2 posts that are bolted to the concrete slab on grade/pool deck. The fence does not have piers or footings that extend below the slab, and the fence panels are removable for maintenance/ease of access.

Please let us know of any questions and thank you for your assistance.

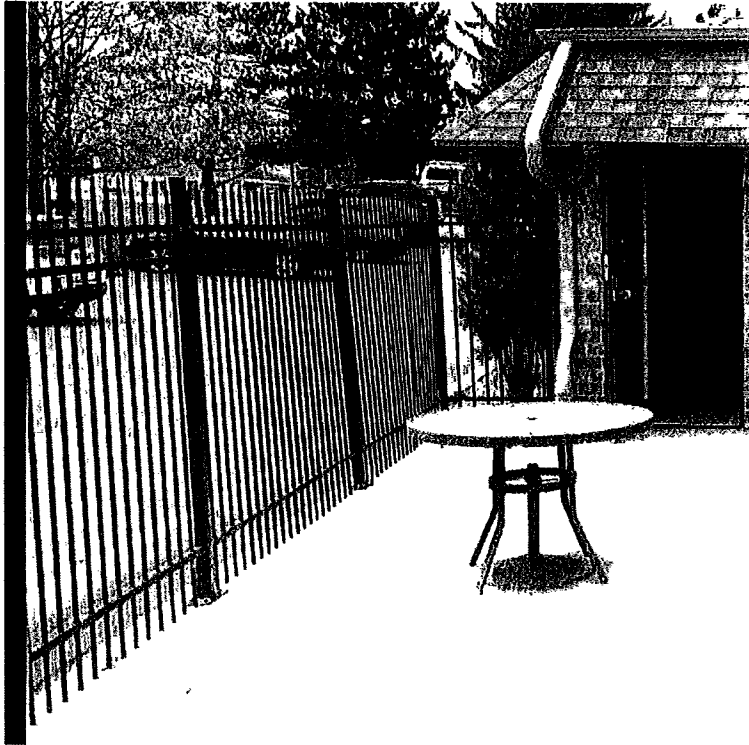
Sincerely,

Foster David Dale, AIA
President, Foster Dale Architects, Inc

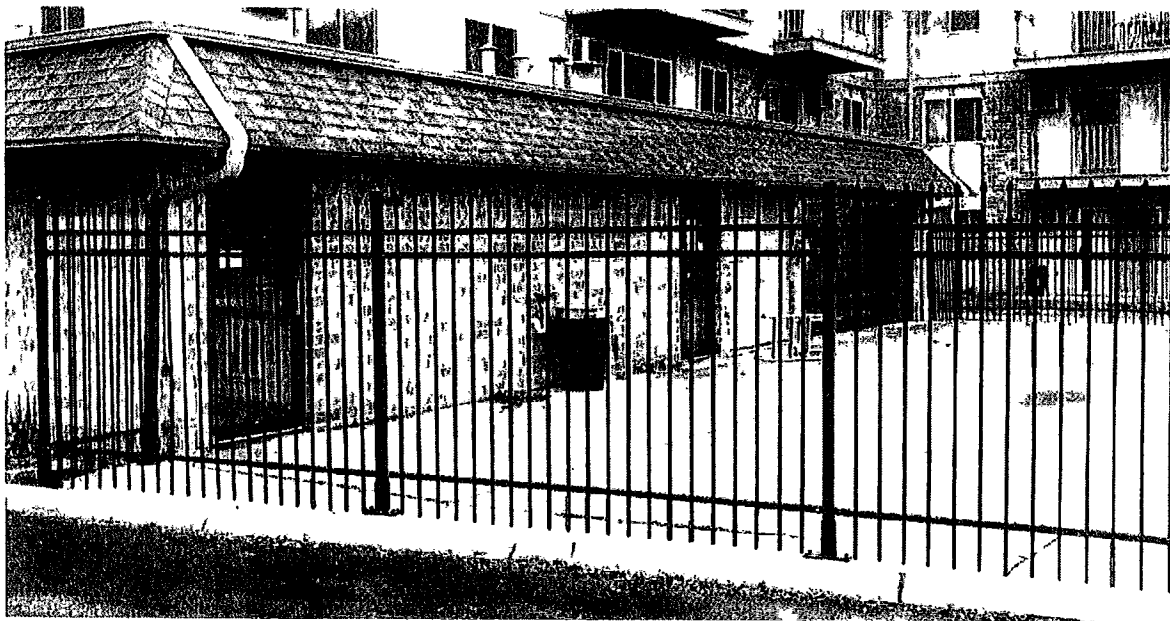


FOSTER DALE
ARCHITECTS

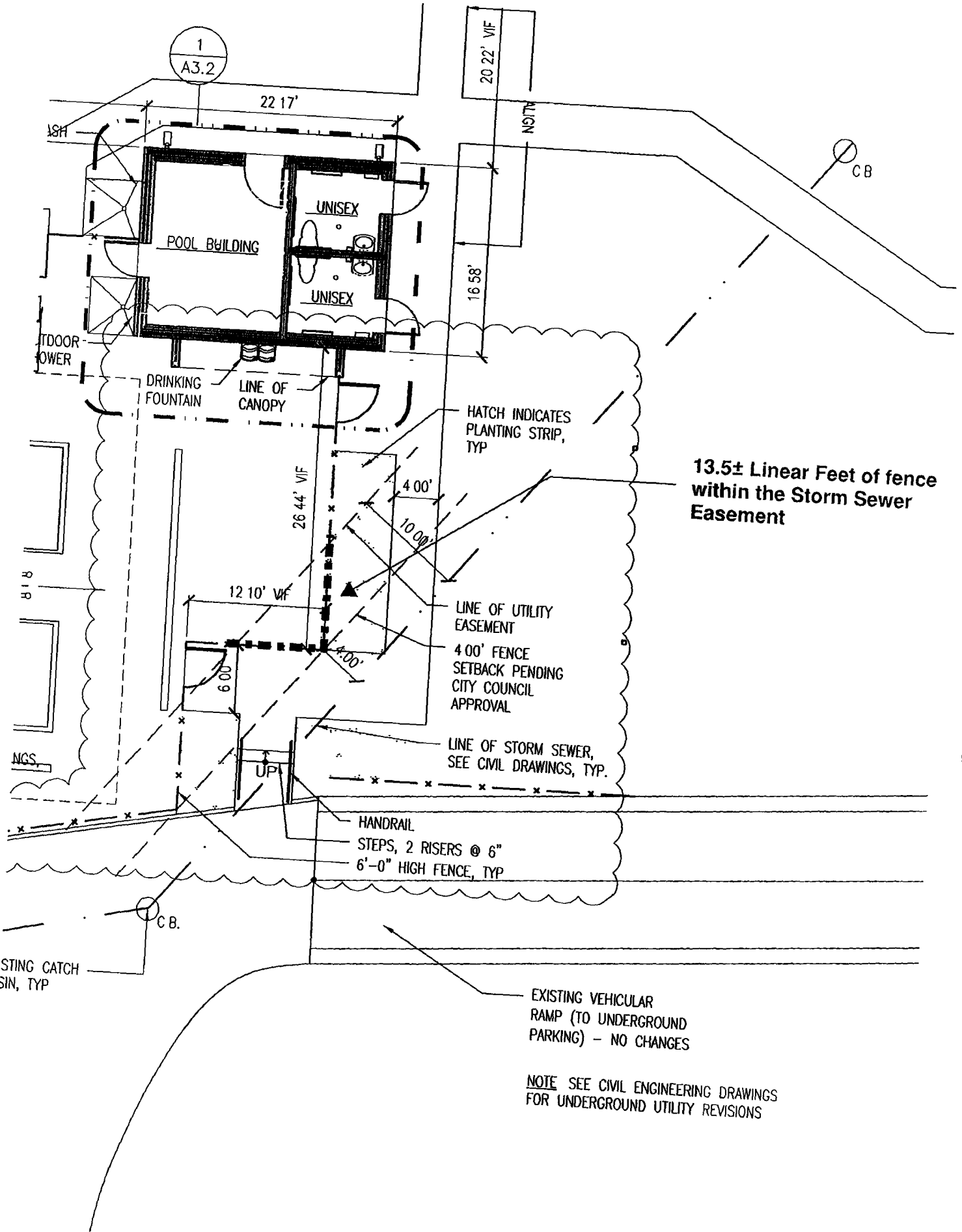
Proposed Whitnall Pointe fence description - Match existing fence (pictured below) - 6'-0" high painted steel fence with 2 in. x 2 in. posts. Posts are attached to slab with 1/4 thick 6 x 4 steel base plate with two 3/8 anchor bolts at each post



Existing fence photo #1



Existing fence photo #2
November 16, 2021



13.5± Linear Feet of fence within the Storm Sewer Easement

LINE OF UTILITY EASEMENT
4 00' FENCE SETBACK PENDING CITY COUNCIL APPROVAL

LINE OF STORM SEWER, SEE CIVIL DRAWINGS, TYP.

EXISTING VEHICULAR RAMP (TO UNDERGROUND PARKING) - NO CHANGES

NOTE SEE CIVIL ENGINEERING DRAWINGS FOR UNDERGROUND UTILITY REVISIONS

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE WEST ONE-HALF (1/2) OF THE 20-FOOT WIDE STORM SEWER EASEMENT AT 10591 WEST CORTEZ CIR, (TAX KEY NO. 747-0035-001), (WHITNALL POINTE LIMITED PARTNERSHIP AS APPLICANT)

WHEREAS, the construction of a fence within the 20-foot wide "Storm Sewer Easement" is prohibited, described thereon; and

WHEREAS, Whitnall Pointe Limited Partnership having applied for an installation of a new fence at their property located at 10591 West Cortez Circle, zoned R-8, Residential, with Tax Key No 747-0035-001, more particularly described as follows:

Whitnall Slopes Block 1 Lots 8 & 9 and Block 2 Lot 1 and CSM No. 465, part of the Southwest quarter of Section 5, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fence would encroach within the west half of the 20 foot "Storm Sewer Easement" restriction which extends approximately 13.5± feet in length within the easement; and

WHEREAS, the 20-foot "Storm Sewer Easement" restrictions upon the Final Plat for Whitnall Slopes and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the encroachment to the 20-foot storm sewer easement restriction only so as to allow for the subject fence installation; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the request letter of Foster David Dale its Representative, be and the same is hereby authorized and approved and that the "Storm Sewer Easement" restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The City is not responsible for any damage that may occur during maintenance purposes.

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

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 7, 2021
Reports & Recommendations	A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30-FOOT PUBLIC UTILITY EASEMENT UPON LOT 13 IN BLOCK 10 OF ROOT RIVER HEIGHTS (8211 S. 59TH STREET) (TAX KEY NO. 806-0174-000) (BERNADETTE KAGEL, APPLICANT)	ITEM NO. G.1.(b)

BACKGROUND

Staff received a request to install a fence within a 30-foot public utility easement straddling the property line between 8211 S 59th Street and 8210 S 60th Street.

The easement has an 8-inch watermain and 8-inch sanitary main. Staff informed the property owner about the existing utilities within the easement and they are agreeable to terminate the proposed fence next to the existing fence of the straddling property line between 8211 S. 59th Street and 8210 S. 60th Street. A large gate on the southern end of the property for pedestrian access.

Applicant will place a fence along the north and south property lines of the said property. The neighbor's fence will be utilized on the west side and the only a small section with a gate will be installed on the east side.

ANALYSIS

Staff is agreeable to allow the fence in proximity to the watermain and sanitary main if the property owner is fully responsible for repair and/or replacement if the utilities should need to be accessed or excavated for maintenance and/or replacement.

The resolution provides that:

1. The subject fence shall not impede the stormwater drainage way.
2. The applicant, or their successors, shall keep the fence in good repair.
3. The applicant, or their successors, shall be responsible for replacement and/or repair of the fence should the fence need to be removed or damaged due to access, repair or replacement of the existing utilities.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2021-_____ a resolution to authorize the installation of a fence within the 30-foot public utility easement, upon Lot 13 in block 10 in Root River Heights (8211 S. 59th Street) (Tax Key No. 806-0174-000) (Bernadette Kagel, applicant)

Engineering: GEM

NOV 08 2021

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

Project Address <u>8211 S 59th Street</u>	Unit or Suite #	Project/Business Name (if applicable)
--	-----------------	---------------------------------------

Property Owner's Name <input checked="" type="checkbox"/> Owner resides or will reside at job address <u>Bernadette Kager</u>	Email Address <u>bkager3@wi.rr.com</u>
--	---

Mailing Address <u>8211 S 59th ST. Franklin 53132</u>	Phone <u>414-235-9518</u>
--	------------------------------

Contractor Name <u>Jeff fence Guy</u>	WI DC# / Exp. Date:
--	---------------------

Dwelling Contractor Qualifier Name (1 or 2 family dwellings)	Email Address:
--	----------------

Mailing Address	City	Zip	Phone <u>414-242-4884</u>
-----------------	------	-----	------------------------------

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

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

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

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

- | | |
|--|---|
| <input type="checkbox"/> New (other than 1 & 2 family)
<input type="checkbox"/> Addition
<input type="checkbox"/> Alteration
<input type="checkbox"/> Demolition
<input type="checkbox"/> Building Damage Repair
<input type="checkbox"/> Building Move
<input type="checkbox"/> Foundation Repair
<input type="checkbox"/> Fireplace
<input type="checkbox"/> Accessory Building (wood) <input type="checkbox"/> OR Prefab. Storage Encl. (metal, vinyl, resin) (120 sq. ft. or <) Size _____
<input type="checkbox"/> Reroofing <input type="checkbox"/> Complete Tear Off <input type="checkbox"/> Over One Layer - Type of Material _____
<input type="checkbox"/> Residing - Existing Material _____ Replacement Material _____ | <input checked="" type="checkbox"/> Fence - Type and Height <u>Dog Surface / Green treated 6ft</u>
<input type="checkbox"/> Spa/Hot Tub <input type="checkbox"/> On Slab <input type="checkbox"/> On Deck
<input type="checkbox"/> Pool <input type="checkbox"/> In Ground <input type="checkbox"/> Above Ground (Ht. above ground) _____
<input type="checkbox"/> Deck <input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Pool
<input type="checkbox"/> Occupancy - \$200 plus \$7 Technology Fee
<input type="checkbox"/> Accessory Bldg./Garage (> 120 sq. ft.) Size _____ <input type="checkbox"/> on slab
<input type="checkbox"/> Other _____ |
|--|---|

Additional Project Description: _____

Estimate "Net" Total Project Cost: \$ 5500.00 Estimate Total Project Cost: \$ _____
 ("Net" excludes cost for Plumbing/Electrical/HVAC work)

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

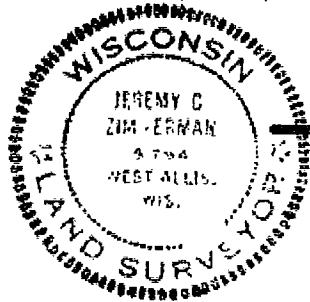
CONTACT PERSON (print) Bernadette Kager PHONE 414-940-4534
 APPLICANT'S SIGNATURE [Signature] DATE 11-2-2021

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

8211 S. 59 ST.

LEGAL DESCRIPTION:

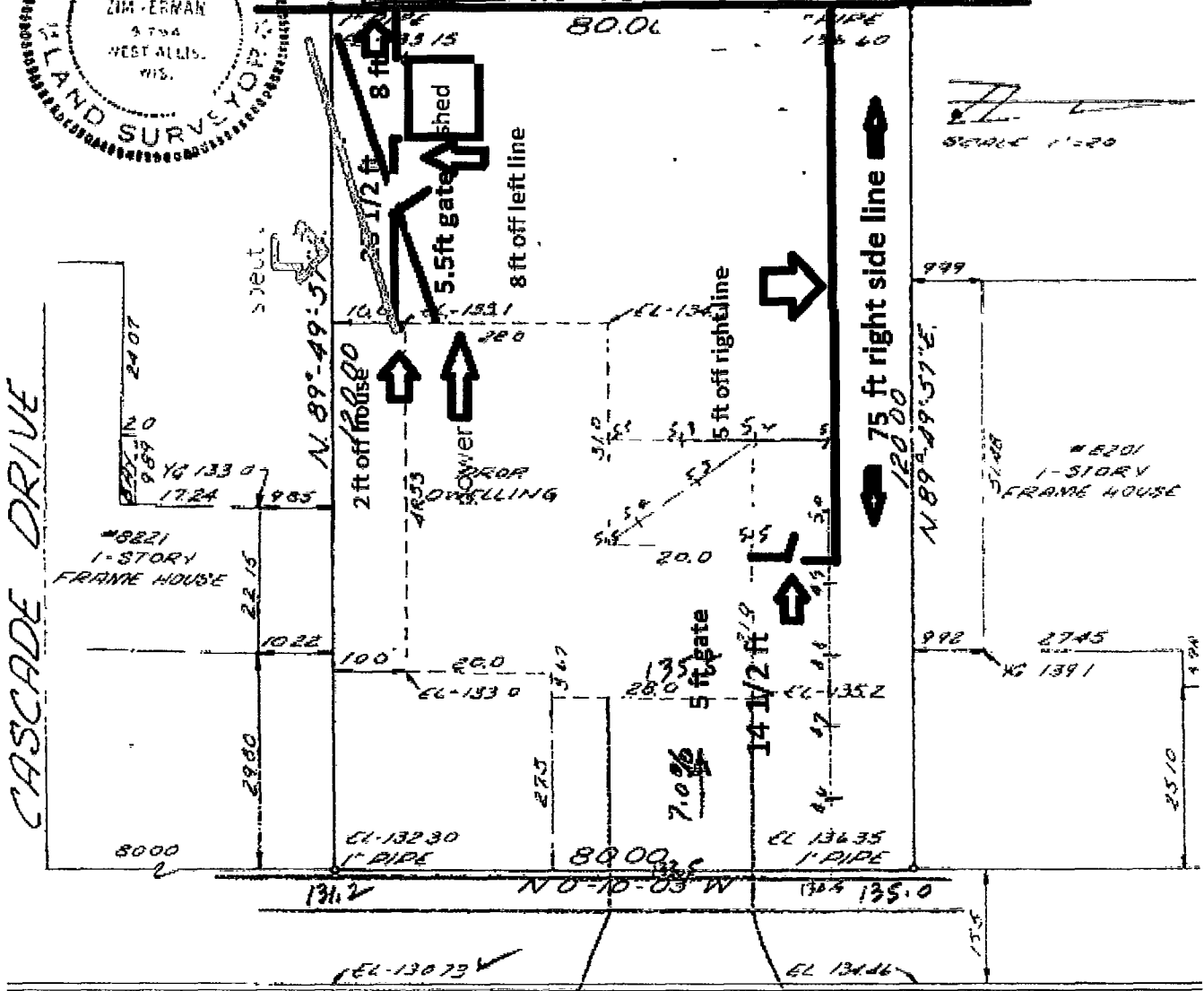
Lot 13 in Block 10 in Root River Heights, being a Subdivision of a part of the Northwest 1/4 of Section 14, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin



APPROVED

FINISHED GRADE ELEVATION = 135.5

CITY OF FRANKLIN DATUM
CITY ENGINEER PER [Signature] DATE 8/3/72



S 59TH ST. 60' WIDE

J. C. ZIMMERMAN ENGINEERING CORP.

CONSULTING ENGINEERS - CIVIL - MUNICIPAL - SANITARY
P. O. BOX 5770 GREENFIELD, WISCONSIN 53220
5200 WEST LOOMIS ROAD PHONE 421-5200

WE CERTIFY THAT WE HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY AND THAT THE ABOVE PLAT IS AN ACCURATE SURVEY AND A TRUE REPRESENTATION THEREOF AND CORRECTLY SHOWS THE EXTERIOR BOUNDARY LINES AND LOCATION OF BUILDINGS AND OTHER IMPROVEMENTS ON SAID PROPERTY AND THE CORRECT MEASUREMENTS THEREOF.

July 28, 1972

SIGNED

[Signature]
JEREMY C. ZIMMERMAN
REGISTERED LAND SURVEYOR - 5704

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30-FOOT PUBLIC UTILITY EASEMENT UPON LOT 13 IN BLOCK 10 OF ROOT RIVER HEIGHTS (8211 S. 59TH STREET) (TAX KEY NO. 806-0174-000) (BERNADETTE KAGEL, APPLICANT)

WHEREAS, the Root River Heights Subdivision Plat prohibits the building of structures within the 30-foot "public utility easement," described thereon; and

WHEREAS, Bernadette Kagel, property owner, having applied for an installation of a green treated, dog-eared, six-foot-tall fence at her property located at 8211 S 59th Street, zoned R-6 Residential, bearing Tax Key No. 806 0174 000, more particularly described as follows:

Lot 13 in block 10 in Root River Heights, being a subdivision of part of the northwest quarter of Section 14, in Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fence would encroach upon a 30-foot "Public Utility Easement" restriction which extends approximately 15 feet on the north and south lot line of the said property; and

WHEREAS, the 30-foot " Public Utility Easement" restrictions upon the Final Plat for Root River Heights Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the encroachment of the 30-foot public utility easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property and potential interference with the watermain and sanitary main utility operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Bernadette Kagel on November 02, 2021, be and the same is hereby authorized and approved and that the "Public Utility Easement" restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.
3. The applicant, or their successors, shall be responsible for replacement and/or repair of the fence should the fence need to be removed or damaged due to access, repair or replacement of the existing utilities.

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

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST.

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/07/21
REPORTS & RECOMMENDATIONS	AUTHORIZE STAFF TO SOLICIT EQUIPMENT CONSIDERED IN THE 2022 HIGHWAY EQUIPMENT REPLACEMENT AND CAPITAL OUTLAY FUNDS	ITEM NUMBER G.1.(c)

BACKGROUND

Within the approved 2022 Public Works Department budget, in the Equipment Replacement and Capital Outlay Funds, is the replacement of the following pieces of equipment

- Sidewalk Machine
- Truck Mounted Brine/Geo Sprayer
- Trailer
- Attachment Replacements
- Guard Rail Replacements
- Park Equipment Replacements
- Plow Truck
- Aerial Bucket Truck
- Hydraulic 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 2022, we would like to begin the process of securing quotes in early January in hopes of receiving the equipment by Summer 2022.

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 2022 approved budget as indicated above. The total amount budgeted for these items is approximately \$1,316,500

RECOMMENDATION

Authorize DPW staff to solicit quotes for equipment considered in the 2022 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 2022 Highway Equipment Replacement and Capital Outlay Funds

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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;">December 7, 2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">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, 2022, with JSA Environmental, Inc.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.1.(d)</p>

JSA Environmental, Inc. has been providing landfill monitoring services at the Metro landfill for the past 17 years. The last annual contract expires December 31, 2021. Attached is a draft contract to renew the terms of the 2021 agreement for 2022; rates therein and terms thereof have not changed from last year. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt 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, 2022, with JSA Environmental, Inc.



December 2, 2021

Project No: 1036.10066
Jesse Wesolowski, Esq
Attorney to the City of Franklin
11402 W. Church Street
Franklin, Wisconsin 53132

Re: 2022 JSA Environmental Professional Services for the City of Franklin

Dear Jesse;

We, JSA Environmental (JSA), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates that are greatly reduced (~60%) from our Standard Rates. Attached is a copy of our Legacy Rates for 2022, which mirrors the rates charged in 2021.

Also attached, please find our "Scope of Professional Services". JSA currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair; Marvin Wolff.

Our Principal Engineer, as of June 2018, supplies the majority of services to the City of Franklin. He now has more than 15 years of experience auditing the operation and reviewing the design of the WMWI Metro Facility as well as over 30 years total experience in environmental engineering and consulting.

I, as Principal Engineer, and my staff; greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,

Jo-Walter Spear, Jr., P.E., S.C. JSA Environmental, Principal Engineer

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Environmental, Inc., a Subchapter S corporation organized pursuant to Wisconsin Law (CONSULTANT), and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE 1. SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee, reports to the City of Franklin shall be to the City Clerk, and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2021, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV 24 B.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT, provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices

H. INSURANCE

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A Limit of General/Commercial Liability	\$1,000,000 00
B Automobile Liability, Bodily Injury/Property Damage	\$1,000,000 00
C Worker's Compensation and Employer's Liability	Statutory
D Professional Liability	\$1,000,000 00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

assigned to work under this AGREEMENT

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have 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, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will conform to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT in a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

hereinafter called "changes") in the Services CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

CLIENT and has no third party beneficiaries

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes, log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

time extension involved Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT No extension of time will be considered for weather conditions normal to the area in which the Services are being performed Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2022 This term may be extended by mutual consent of both parties

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to

For the CLIENT

For the CONSULTANT

JSA Environmental, Inc
2410 N Palmer Street
Milwaukee, WI 53212
ATTN Jo-Walter Spear, Jr , P E

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT Attachment A

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only by a written amendment executed by both parties

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the dates set forth below and delivered and effective the ____ day of December, 2021

Approved for JSA Environmental, Inc.

Accepted for City of Franklin

By _____

By _____

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

Name Jo-Walter Spear, Jr., P E

Title Project Manager

Date _____

Name Stephen R. Olson

Title Mayor

Date _____

By _____

Name Sandra L. Wesolowski

Title City Clerk

Date _____

By _____

Name Margaret A. (Peggy) Steeno

Title Interim Director of Finance & Treasurer

Date _____

Approved as to form

By _____

Name Jesse A. Wesolowski

Title City Attorney

Date _____

JSA Environmental, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written

assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City

**Rates and Conditions
 For Legacy Clients
 2022**

<u>Title</u>	<u>Rate</u>
Principal Engineer	\$ 95.00
Administration	\$ 55.00
Engineering Technician	\$ 55.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.15 per page for letters, memoranda, reports, etc and \$0.70 for color letter sized. Drawings are billed at \$ 1.00 per square foot of drawing for black and white and \$ 8.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed an hour of Administrative Services to recover accounting and billing costs.

JSA Environmental charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which may be taken by the client when making payment.

RESOLUTION NO. 2021-_____

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, 2022, WITH JSA ENVIRONMENTAL, INC.

WHEREAS, JSA Environmental, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2022, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Environmental, Inc., as previously extended by the Common Council to December 31, 2021, be further extended to December 31, 2022, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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

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

RESOLUTION NO. 2021-____
Page 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/07/2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Ordinance No. 2021-2485, An Ordinance to Amend §30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries (Introduced on November 2, 2021)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.1.(e)</p>

On November 1, 2021, the City received notification from the Milwaukee County Clerk that the tentative County Supervisory Plan was adopted. At the Common Council meeting of November 2, 2021, Ordinance No. 2021-2485, (An Ordinance to Amend 30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries) was introduced. This Ordinance also appeared on the November 16, 2021 Common Council agenda for information only.

Pursuant to Wis. Stats. § 62.08(1), within 60 days after ward boundaries have been readjusted, the Common Council shall redistrict the boundaries of its aldermanic districts, by an ordinance introduced at a regular meeting of the Council, published as a Class 2 notice, and thereafter adopted by a majority of all the members of the Council. Following the introduction on November 2, 2021, and publication on November 10 and 17, it is now recommended that this Ordinance be adopted.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2021-2485, An Ordinance to Amend §30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries (As Introduced on November 2, 2021).

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021-2485

AN ORDINANCE TO AMEND §30-1. OF THE MUNICIPAL CODE TO ESTABLISH
ALDERMANIC DISTRICT AND WARD BOUNDARIES

WHEREAS, §5.15, Stats. requires every municipality over 1,000 in population, within 60 days after receipt of a tentative supervisory district plan from the county in which the municipality lies, to be divided into wards according to the final published results of the most recent decennial Federal Census.

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

SECTION I. §30.1 of the Municipal Code is hereby repealed and recreated as follows:
Under the provisions of Wis. Stats. §§ 5.15 and 62.08, the division of the City into six aldermanic districts with 22 wards as shown on the official map of the City of Franklin describing the boundaries of each ward, which map is attached hereto, incorporated herein and made a part hereof by reference, as if fully set forth herein.

SECTION II. The City Clerk is directed to deliver, within five days of the date of adoption of this Ordinance, true and correct copies of this Ordinance, the official ward map, and a list of the census block numbers used to create the wards, to the Milwaukee County Clerk and to the Wisconsin State Legislative Reference Bureau.

SECTION III. 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 IV. All ordinances or parts of ordinances in contravention to this ordinance are hereby repealed.

Introduced at a regular meeting of the Common Council on this 2nd day of November, 2021, by Alderman Nelson.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of December, 2021.

INTRODUCED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

§30-1. Aldermanic District and Ward Boundaries

The City of Franklin shall be divided into six (6) aldermanic districts, comprised of twenty-two (22) wards, with the respective boundaries as follows:

Aldermanic District 1 (Consisting of Wards 1, 2, 3)

WARD 1

Commencing at the intersection of South County Line Road and South 92nd Street also a point at the south line of the City of Franklin corporate limits; thence East, along the centerline of South County Line Road, also the south line of said corporate limits to the intersection of South 60th Street; thence North, along the centerline of South 60th Street to the intersection of West Ryan Road; thence West, along the centerline of West Ryan Road to the intersection of South 68th Street; thence North, along the centerline of South 68th Street to the intersection of West Puetz Road; thence West, along the centerline of West Puetz Road to the intersection of South 79th Street; thence South, along the centerline of South 79th Street to the intersection of West High Street; thence East, along the centerline of West High Street to the intersection of South 76th Street; thence South, along the centerline of South 76th Street to the intersection of West Ryan Road; thence West, along the centerline of West Ryan Road to the intersection of South 92nd Street; thence South, along the centerline of South 92nd Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503032000, 503032001, 503032004, 503032005, 503032017, 872001008, 872001009, 872001010, 872001017, 872001018, 872001019, 872001020, 872001021, 872001038, 872001044, 872004000.

WARD 2

Commencing at the intersection of South 76th Street and West Ryan Road; thence West, along the centerline of West Ryan Road to the intersection of West Loomis Road; thence Northeast, along the centerline of West Loomis Road to the intersection of West Saint Martins Road; thence Southeast, along the centerline of West Saint Martins Road to the intersection of West Puetz Road; thence East, along the centerline of West Puetz Road to the intersection of South 79th Street; thence South, along the centerline of South 79th Street to the intersection of High Street; thence East, along the centerline of High Street to the intersection of South 76th Street; thence South, along the centerline of South 76th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503013012, 503013013, 503013014, 503013015, 503013016, 503013017, 503013018, 503013019, 503013020, 503013024, 503013025, 503013026, 503032002, 503032003, 503032006, 503032007, 503032008, 503032009, 503032010, 503032011, 503032012, 503032013, 503032014, 503032015, 503032016, 503032018, 503032019.

WARD 3

Commencing at the intersection of South 68th Street and West Puetz Road; thence West, along the centerline of West Puetz Road to the intersection of South 76th Street; thence North, along the centerline of South 76th Street to the intersection of Forest Hill Avenue; thence West, along the centerline of Forest Hill Avenue approximately 0.96 mile to the centerline of a navigable Legend Creek River; thence North, along the centerline of a navigable of a winding Legend Creek River to the centerline of West Drexel Avenue; thence East, along the centerline of West Drexel Avenue to the intersection of South 68th Street; thence South, along the centerline of 68th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503031000, 503031001, 503031002, 503031003, 503031013, 503031014, 503031015, 503031016, 503031017, 503031018, 503031019, 503031020, 503031021, 503031022, 503031023, 872002016, 872003005, 872003006, 872003007, 872003008, 872003016.

ALDERMANIC DISTRICT 2
(Consisting of Wards 4, 5, 6, 7)

WARD 4

Commencing at the intersection of South Lovers Lane Road and West Saint Martins Road; thence Northwest, along the centerline of West Saint Martins Road to the intersection of West Church Street; thence Northwest, along the centerline of West Church Street to the intersection of Mission Hills Drive; thence East, along the centerline of West Church Street to the intersection of South Lovers Lane Road; thence South, along the centerline of South Lovers Lane Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503012005, 503012008, 503012011, 503012012, 503012013, 503012014, 503012015, 503012016, 503012018, 503012019, 503012020.

WARD 5

Commencing at the intersection of South 76th Street and West Puetz Road; thence West, along the centerline of West Puetz Road to the intersection of West Saint Martins Road; thence Northwest, along the centerline of West Saint Martins Road to the intersection of West Loomis Road; thence Northeasterly, along the centerline of West Loomis Road to the intersection of Forest Hill Avenue; thence East, along the centerline of Forest Hill Avenue to the intersection of South 76th Street; thence South, along the centerline of South 76th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503031011, 503051012, 503033001, 503033002, 503033003, 503033004, and 503033005.

WARD 6

Commencing at the intersection of West Loomis Road and West Saint Martins; thence Northwest, along the centerline of West Saint Martins Road to the intersection of South Lovers

Lane Road; thence North, along the centerline of South Lovers Lane Road to the intersection of West Rawson Avenue; thence Northeasterly, along the centerline of West Rawson Avenue to the intersection of West Loomis Road; thence Southwest, along the centerline of West Loomis Road to the intersection of West Drexel Avenue; thence Southeast, along the centerline of West Drexel Avenue approximately 785 feet to the centerline of a navigable Legend Creek River; thence South, along the centerline of a navigable of a winding Legend Creek River to the centerline of West Forest Hill Avenue; thence West, along the centerline of Forest Hill Avenue to the intersection of West Loomis Road; thence Southwesterly, along the centerline of West Loomis Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503012000, 503012007, 503031004, 503031005, 503031006, 503031007, 503031008, 503031009, 503031010, 503031024, 503043001, 503043002, 503043003, 503043004, 503043005, 503043006, 503043007.

WARD 7

Commencing at the intersection of South 76th Street and West Drexel Avenue; thence West, along the center line of West Drexel Avenue to the intersection of West Loomis Road; thence Northeast, along the centerline of West Loomis Road to the intersection of South 76th Street; thence North, along the centerline of South 76th Street approximately 0.21 miles to the north line of the City of Franklin corporate limits; thence East, along said corporate limits approximately 680 feet to a point; thence South, along the corporate limits of the City of Franklin to the intersection of Old Loomis Road; thence Northeast, along the centerline of Old Loomis Road to the north line of the City of Franklin corporate limits; thence East, along the north line of said corporate limits to the intersection of South 68th Street; thence South, along the centerline of South 68th Street to the intersection of West Rawson Avenue; thence West, along the centerline of West Rawson Avenue to the intersection of South 76th Street; thence South along the centerline of South 76th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501004009, 501004010, 501004011, 501004012, 503041000, 503041001, 503041002, 503041003, 503041004, 503041005, 503041006, 503041007, 503041008, 503041009, 503043000, 503044009.

ALDERMANIC DISTRICT 3 (Consisting of Wards 8, 9, 10, 11)

WARD 8

Commencing at the intersection of West College Avenue and South 27th Street also, the northwest corner of the City of Franklin corporate limits; thence South, along the centerline of South 27th Street to the intersection of West Rawson Avenue; thence West, along the centerline of West Rawson Avenue to the intersection of South 31st Street; thence South, along the centerline of South 31st Street to the intersection of West Drexel Avenue; thence West, along the centerline of West Drexel Avenue to the centerline of a navigable East Branch Root River; thence North-Northeast along the centerline of a navigable winding East Root River Branch to the west line of the Southeast one-quarter of Section 12, approximately 865 feet north of the

intersection of South 35th and West Drexel Avenue; thence North, along the west line of said quarter section to the intersection of West Marquette Avenue and South 35th Street; thence continue North, along the centerline of South 35th Street to the intersection of West College Avenue; thence East, along the centerline of West College Avenue to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501001001, 501001014, 501001027, 501001028, 501002000, 501002001, 501002002, 501002003, 501002009, 501002012, 501002013, 501002014, 501002023.

WARD 9

Commencing at the intersection of South 51st Street and West Tumblecreek Drive; thence North, along South 51st Street to the north line of the City of Franklin corporate limits; thence East, along the north line of said corporate limits to the west line of the City of Franklin corporate limits; thence North, along the west line of said corporate limits to the north line of the City of Franklin corporate limits, also the centerline of West College Avenue; thence East along the north line of said corporate limits to the intersection of South 35th Street; thence South, along the centerline of South 35th Street to the intersection of West Jerelin Drive; thence West, along the centerline of West Jerelin Drive to the intersection of South Tumblecreek Drive; thence North, along the centerline of South Tumblecreek Drive to intersection of West Tumblecreek Drive; thence West, along the West Tumblecreek Drive to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501002004, 501002005, 501002006, 501002007, 501002010, 501002011, 501002015, 501002016, 501002020.

WARD 10

Commencing at the intersection of South 51st Street and West Tumblecreek Drive; thence East, along the centerline of West Tumblecreek Drive to the intersection of South Tumblecreek Drive; thence South, along the centerline of South Tumblecreek Drive to the intersection of West Jerelin Drive; thence East, along the centerline of West Jerelin Drive to the intersection of South 35th Street; thence South, along the centerline of South 35th Street to the intersection of West Rawson Avenue; thence West, along the centerline of West Rawson Avenue to the intersection of South 51st Street; thence North, along the centerline of South 51st Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501002008, 501002017, 501002018, 501002019, 501002021, 501002022, 501002024, 501002025, 501002026.

WARD 11

Commencing at the intersection of South 51st Street and West Drexel Avenue; thence East, along the centerline of West Drexel Avenue, approximately 817 feet to the centerline of a navigable East Root River Branch, thence North-Northeast along the centerline of a navigable of a winding East Root River Branch to the west line of the Southeast one-quarter of Section 12, approximately 865 feet north of the intersection of South 35th and West Drexel Avenue; thence North, along the west line of said quarter section to the intersection of West Rawson Avenue;

thence West, along the centerline of West Rawson Avenue to the intersection of South 51st Street, thence South, along the centerline of South 51st Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501001002, 501001003, 501001004, 501001005, 501001006, 501001007, 501001008, 501001009, 501001010, 501001011, 501001012, 501001013, 501001015, 501001016, 501001017, 501001018, 501001019, 501001020, 501001021, 501001022, 501001023, 501001025, 501001026.

ALDERMANIC DISTRICT 4
(Consisting of Wards 12, 13, 14, 15)

WARD 12

Commencing at the intersection of West Rawson Avenue and South 27th Street also, a point on the City of Franklin corporate limits; thence South, along the centerline of South 27th Street, also east line of said corporate limits, to the intersection of West Franklin Terrace; thence West, along the centerline of West Franklin Terrace to the intersection of South 35th Street; thence South, along the centerline of South 35th Street to the intersection of West Woodward Drive; thence West, along the centerline of West Woodward Drive to the intersection of South 42nd Street; thence South, along the centerline of 42nd Street to the intersection of West Hilltop Lane; thence West, along the centerline of West Hilltop Lane to the intersection of South 51st Street; thence North, along the centerline of South 51st Street to the intersection of West Hunting Park Drive; thence East, along the centerline of West Hunting Park Drive to the intersection of West Puetz Road; thence East, along the centerline of West Puetz Road to the intersection of South 35th Street; thence North, along the centerline of South 35th Street to the intersection of West Drexel Avenue; thence East, along West Drexel Avenue to Street to the intersection of South 31st Street; thence North, along the centerline of South 31st Street to the intersection of West Rawson Avenue; thence East, along the centerline of West Rawson Avenue to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501001000, 501001024, 873001000, 873001001, 873001002, 873001003, 873001004, 873001005, 873001006, 873001007, 873001008, 873001009, 873003000, 873003001, 873003002, 873003003.

WARD 13

Commencing at the intersection of West Ryan Road and South 68th Street; thence North, along the centerline of South 68th Street, approximately 1.7 miles to the centerline of a navigable Legend Creek River; thence North-Northeast, along the centerline of a navigable of a winding Legend Creek River to the intersection of a navigable Root River Creek, thence East-Southwest, along the centerline of a navigable of a winding Root River Creek to the centerline of West Puetz Road; thence East, along the centerline of West Puetz Road to the intersection of South 51st Street; thence South, along the centerline of South 51st Street to the intersection of West Ryan Road; thence West, along the centerline of West Ryan Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 872003002, 872003003, 872003004, 872003009, 872003010, 872003011, 872003012, 872003013, 872003014, 872003015.

WARD 14

Commencing at the intersection of West Ryan Road and South 51st Street; thence East, along the centerline of West Ryan Road to the intersection of South 35th Street; thence North, along the centerline of South 35th Street to the intersection of West Woodward Drive; thence West, along the centerline of West Woodward Drive to the intersection of South 42nd Street; thence South, along the centerline of South 42nd Street to the intersection of West Hilltop Lane; thence West, along the centerline of West Hilltop Lane to the intersection of South 51st Street; thence South, along the centerline of South 51st to the point of commencement.

Containing census blocks beginning with 550791 and ending with 873001012, 873003004, 873003005, 873003006, 873003007, 873003008, 873003016, 873003017, 873003018, 873003019, 873003020, 873003021, 873003022, 873003031, 873003032, 873003033, 873003034, 873003035, 873003036, 873003037, 873003038, 873003039, 873003040.

WARD 15

Commencing at the intersection of South County Line Road and South 60th Street, also the south line of the City of Franklin corporate limits; thence East, along the centerline of South County Line Road, also the south line of the City of Franklin corporate limits to the intersection of South 27th Street, also the east line of the City of Franklin corporate limits; thence North, along the east line of said corporate limits to the intersection of West Franklin Terrace; thence West, along the centerline of West Franklin Terrace to the intersection of South 35th Street; thence South, along the centerline of South 35th Street to the intersection of West Ryan Road; thence West, along the centerline of West Ryan Road to the intersection of South 60th Street; thence South, along the centerline of South 60th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 872001000, 872001001, 872001002, 872001003, 872001004, 872001005, 872001006, 872001007, 872001022, 872001023, 872001024, 872001025, 872001026, 872001027, 872001028, 872001029, 872001030, 872001031, 872001032, 872001033, 872001034, 872001035, 872001036, 872001037, 872001039, 872001040, 872001041, 872001042, 873001010, 873001011, 873003009, 873003010, 873003011, 873003012, 873003013, 873003014, 873003015, 873003023, 873003024, 873003025, 873003026, 873003027, 873003028, 873003029, 873003030, 873003041, 873003042, 873003043, 873003044, 873003045.

ALDERMANIC DISTRICT 5
(Consisting of Wards 16, 17, 18, 19)

WARD 16

Commencing at the intersection of South 51st Street and West Drexel Avenue; thence East, along the centerline of West Drexel Avenue to the intersection of South 35th Street; thence

South, along the centerline of South 35th Street to the intersection of West Puetz Road; thence West, along the centerline of West Puetz Road to the intersection of West Hunting Park Drive; thence North-West, along the centerline of West Hunting Park Drive to the intersection of South 51st Street; thence North, along the centerline of South 51st Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 873002000, 873002001, 873002002, 873002003, 873002004, 873002005, 873002006, 873002007, 873002008, 873002009, 873002010, 873002011, 873002012, 873002013, 873002014, 873002015, 873002016, 873002017, 873002018, 873002019, 873002020, 873002021, 873002022.

WARD 17

Commencing at the intersection of South 51st and West Drexel Avenue; thence South, along the centerline of South 51st Street to the intersection of West Puetz Road; thence West, along the centerline of West Puetz Road, approximately 2,917 feet to the centerline of a navigable Root River Creek; thence North, along the centerline of a navigable of a winding Root River Creek to the centerline of West Drexel Avenue, also approximately 1,512 feet east of the intersection South 68th Street and West Drexel Avenue; thence East, along the centerline of West Drexel Avenue to the point of commencement.

Containing census blocks beginning with 550791 and ending with 872002000, 872002001, 872002002, 872002003, 872002004, 872002005, 872002006, 872002007, 872002008, 872002009, 872002010, 872002011, 872002012, 872002013, 872003000, 872003001.

WARD 18

Commencing at the intersection of South 68th Street and the north line of the City of Franklin corporate limits; thence East, along the north line of said corporate limits to a point; thence North, along said corporate limits to a point; thence East, along said corporate limits to the centerline of South 51st Street; thence South, along the centerline of South 51st Street to the intersection of West Drexel Avenue; thence West, along the centerline of west Drexel Avenue, approximately 3,742 feet to the centerline a navigable Legend Creek; thence South-Southwest, along of a navigable of a winding Legend Creek to the centerline of South 68th Street; thence North, along the centerline of South 68th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501004000, 501004001, 501004002, 501004003, 501004004, 501004005, 501004006, 501004007, 501004008, 501004013, 501004014, 501004015, 501004016, 872002014, 872002015.

WARD 19

Commencing at the intersection of South 68th Street and West Drexel Avenue; thence West, along the centerline of West Drexel Avenue to the intersection of South 76th Street; thence North, along the centerline of South 76th Street to the intersection of West Rawson Avenue; thence East, along the center line of West Rawson Avenue to the intersection of South 68th Street; thence South, along the centerline of South 68th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501003000, 501003001, 501003002, 501003003, 501003004, 501003005, 501003006, 501003007, 501003008, 501003009, 501003010, 501003011, 501003012, 501003013, 501003014, 501003015, 501003016, 501003017, 501003018, 501003019.

**ALDERMANIC DISTRICT 6
(Consisting of Wards 20, 21, 22)**

WARD 20

Commencing at the intersection of South Lovers Lane Road and West College Avenue; thence east, along the centerline of West College Avenue approximately 819 feet to a point; thence south, along the corporate limits of the City of Franklin approximately 656.5 feet to a point; thence east, along the corporate limits of the City of Franklin approximately 0.34 miles to a point; thence north, along the corporate limits of the City of Franklin approximately 655.5-feet to the intersection of West College Avenue; thence east, along the centerline of West College Avenue to the intersection of South 92nd Street; thence south, along the centerline of South 92nd Street approximately 0.72 miles to a point; thence east, along the corporate limits of the City of Franklin approximately 0.5 miles to a point; thence south, along the corporate limits of the City of Franklin approximately 40-feet to a point; thence east, along the corporate limits of the City of Franklin to a point; thence north, along the corporate limits of the City of Franklin approximately 0.35 miles to a point; thence east, along the corporate limits of the City of Franklin to the intersection of South 76th Street; thence south, along the centerline of South 76th Street to the intersection of West Loomis Road; thence southwest, along the centerline of West Loomis Road to the intersection of West Drexel Avenue; thence west, along the centerline of West Drexel Avenue to the intersection of South Lovers Lane Road; thence north, along the centerline of South Lovers Lane Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503011000, 503011025, 503011026, 503011030, 503011031, 503011034, 503011036, 503011037, 503042000, 503042001, 503042002, 503042003, 503042004, 503044000, 503044001, 503044002, 503044003, 503044004, 503044005, 503044006, 503044007, 503044008, 503044010, 503044011.

WARD 21

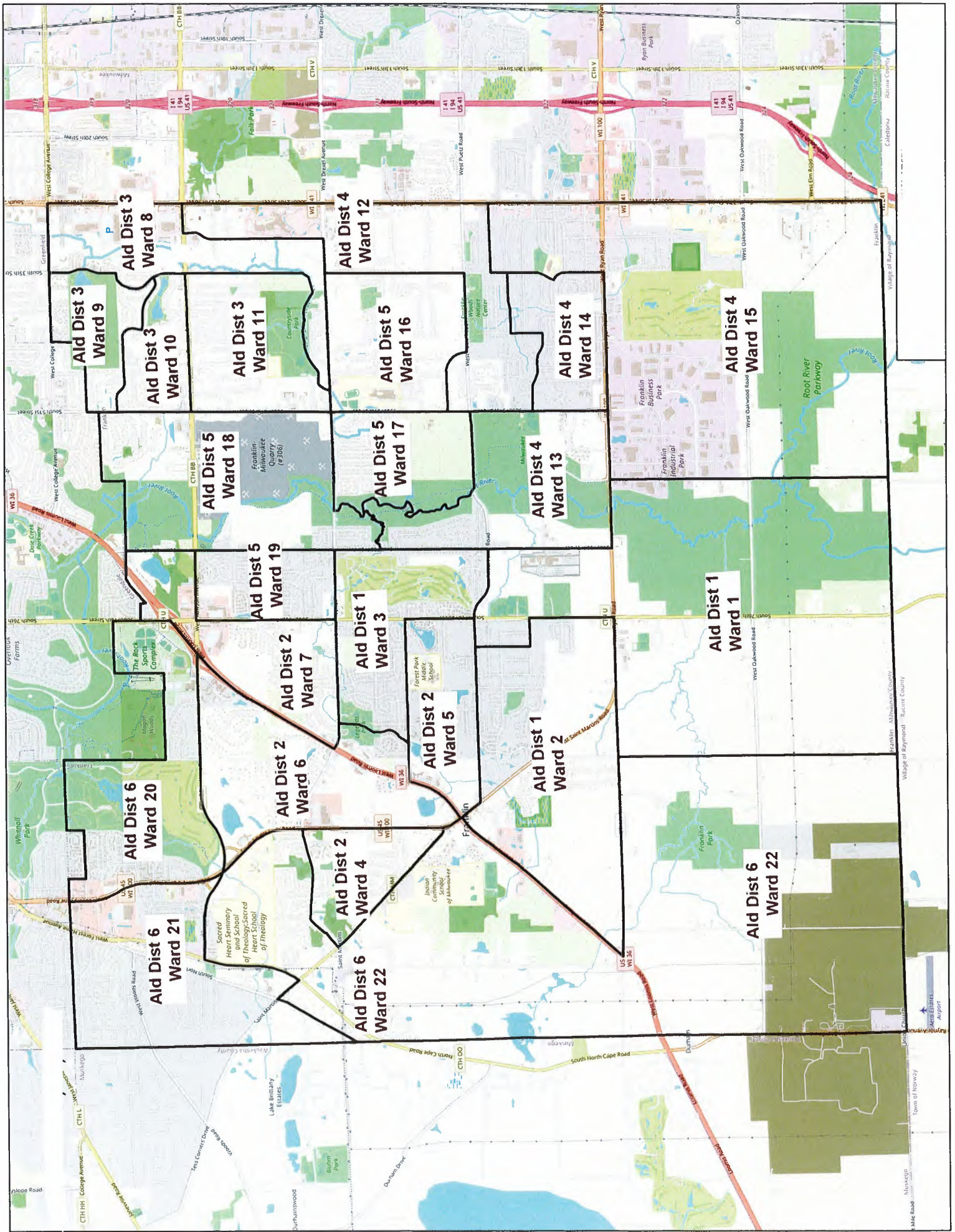
Commencing at the intersection of West College Avenue and South Lovers Lane; thence South along the centerline of Lovers Lane to the intersection of West Rawson Avenue; thence Northwesterly, along the centerline of West Rawson Avenue to the intersection of West Forest Home Avenue; thence Southwesterly along the centerline of West Forest Home to the intersection of St Martins Road; thence Northwest, along the centerline of St Martins Road to the intersection of South North Cape Road; thence Southwest, along the centerline of South North Cape Road to the west line corporate limits of the City of Franklin; thence North along said west line corporate limits to the North line corporate limits of the City of Franklin; thence East along the north line of said corporate limits to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503011001, 503011002, 503011003, 503011004, 503011005, 503011006, 503011007, 503011008, 503011009, 503011010, 503011011, 503011012, 503011013, 503011014, 503011015, 503011016, 503011017, 503011018, 503011019, 503011020, 503011021, 503011022, 503011023, 503011024, 503011027, 503011028, 503011029, 503011032, 503011033, 503011035, 503014000, 503014001, 503014002, 503014003, 503014004, 503014005, 503014006, 503014007, 503014008, 503014009, 503014010, 503014011, 503014012, 503014013, 503014014, 503014016, 503014017, 503014018.

WARD 22

Commencing at the intersection of South 124th Street and South County Line Road, also the corner of the South and West line of the City of Franklin corporate limits; thence North along the west line of the corporate limits to the intersection of South North Cape Road; thence Northeast, along the centerline of South North Cape Road to the intersection of West St Martins Road; thence Southeast, along the centerline of West St Martins Road to the intersection of West Forest Home Avenue; thence Northeasterly, along the centerline of West Forest Home to the intersection of West Rawson Avenue; thence, East along the centerline of West Rawson Avenue to the intersection of South Lovers Lane; thence Southeasterly, along the centerline of South Lovers Lane to the intersection of West Drexel Avenue; thence West, along the centerline of West Drexel Avenue to the intersection of West St Martins Road; thence Southeast, along the West St Martins Road to intersection of South Lovers Lane Road; thence Southeast along the centerline of South Lovers Lane Road to the intersection of West Loomis Road; thence Southwest, along the centerline of West Loomis Road to the intersection of West Ryan Road; thence East, along the centerline of West Ryan Road to the intersection of 92nd Street; thence South, along the centerline of South 92nd Street to the intersection of West County Line Road also the corporate limits of City of Franklin; thence West along said corporate limits to the place of commencement.

Containing census blocks beginning with 550791 and ending with 503011038, 503012001, 503012002, 503012003, 503012004, 503012006, 503012009, 503012010, 503012017, 503013000, 503013001, 503013002, 503013003, 503013004, 503013005, 503013006, 503013007, 503013008, 503013009, 503013010, 503013011, 503013021, 503013022, 503013023, 503014015, 872001011, 872001012, 872001013, 872001014, 872001015, 872001016, 872001043.



<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;">12/7/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Common Council Confirmation of Policies and Procedures Between the Franklin Senior Travel Program and the City of Franklin</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.2.</p>

This item is included on the agenda per the request of Basil Ryan, Program Director for the Franklin Senior Travel Program. Mr. Ryan would like to have a discussion with the Common Council pertaining to the policies and procedures between the Franklin Senior Travel program and the City of Franklin. In discussions with Mr. Ryan, specific questions and clarification requested to date include:

-Recent request to carry over unspent 2020 funds to 2021: Due to COVID, only one trip was taken in 2020 expending \$1,180 of the \$12,000 budget, leaving an unexpended balance of \$10,820. Please note that 2020 unspent funds were reverted to fund balance when the 2020 fiscal year closed, per generally accepted accounting principles, so there would need to be a council action to re-appropriate the funds if desired.

-Clarification on the purpose and use of the budgeted funds for the Senior Travel Program: Since the Senior Travel Program has been in place, annual budget funding has always only covered the travel, or bus fare, portion of the organized trips.

COUNCIL ACTION REQUESTED

As directed by the Common Council.

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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;"><i>12/07/2021</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval of Purchase Agreement for a 2022 Seagrave TR50CA Marauder Pumper to Replace a 2002 KME Predator Pumper (FD Chassis#204) from the 2022 Equipment Replacement Fund.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

The Fire Department is seeking council approval to purchase a 2022 Seagrave Marauder Pumper (Engine) as a planned and scheduled replacement for a 2002 KME Pumper, currently deployed as Engine 112. In 2018, Seagrave Fire Apparatus, LLC of Clintonville, WI was selected as the preferred manufacturer to replace an outdated and 1999 Pierce/Freightliner. Extensive research by fire department administration evaluated available models/manufacturers based on the following priorities (in rank of importance):

1. Safety of department personnel and that of the public at large.
2. Durability/reliability and longevity of service (collectively).
3. Cost, including initial purchase price, and considering long-term operating, service, and maintenance costs over the life of the vehicle.
4. Ergonomics, ease of operation, and mission flexibility.
5. Warranty.
6. Ease of service and maintenance.

Ultimately, Seagrave was selected based on the following criteria:

1. Use of welded stainless steel rather than bolted or riveted aluminum for the construction of the crew cab. Stainless steel construction offers inherently greater crash resistance, enhanced crew safety, and superior long term durability and corrosion resistance. Few other manufacturers offer this option, none of them local.
2. Heavy reliance upon commercially available, non-proprietary parts, systems and components; keeping initial construction and long-term service costs lower in comparison to other manufacturers.
3. Stainless steel internal piping and plumbing of the pump and hose valves, rather than painted ductile steel, which can rust and corrode in the presence of water, damaging control valves and appliances, in addition to its shorter service life.
4. Fully welded seams and joints are used in body and cab construction; as opposed to spot welding, bolting, riveting, or bonding. Full welds are stronger and form a permanent seal. Spot welding provides less strength, and bolting and riveting may promote corrosion by electrolysis of dis-similar metal alloys.
5. Manufacturing process is focused on ease of future service and maintenance, rather than simplicity and convenience during construction.

The department maintains that this selection process is still current and valid, as no changes in processes or materials have occurred with other manufacturers, and many of the features remain available only on the Seagrave; and that the inherent safety, durability, and service longevity of all stainless-steel construction exclusive to Seagrave makes this the best value over the life of the apparatus. Due to extended delivery period, and in order to maintain pricing guarantee, the Fire Department is seeking approval to formalize the order as soon as possible.

COUNCIL ACTION REQUESTED

Motion to authorize the Fire Department place order for purchase of a Seagrave Marauder TR-50 Pumper from the 2022 Equipment Replacement Fund at a cost of \$739,539.00



SEAGRAVE FIRE APPARATUS, LLC

Monday, November 1, 2021

Chief Adam Remington
Lt. Paul Guilbert
Franklin Fire Department
8901 W. Drexel Avenue
Franklin, WI 53132

Reference: (1) CUSTOM PUMPER FIRE APPARATUS

Dear Chief Remington,

On behalf of Seagrave Fire Apparatus, LLC, I am pleased to submit the enclosed proposal for your consideration for the purchase of One (1) Seagrave Custom Pumper.

The cab we are proposing is our "top of the line" Marauder cab. Our cab is well known throughout the industry as the **safest** of the premium cabs to have and is the strongest cab in the industry. Your apparatus will be designed, engineered and manufactured with the utmost attention to your personal's safety and the day-to-day demands of high run departments. Seagrave is the "Best lifetime value in the industry."

I am pleased to submit the following:

DELIVERY:

- 1) A 'Statement of Origin' will be provided after receipt of payment. Unit is not to be placed into service until payment is received.
- 2) Delivery will be as follows: Unit(s) will be ready for shipment Four Hundred Forty (440) calendar days after receipt of complete order.
- 3) Price is **Seven Hundred Thirty-Nine Thousand, Five Hundred Thirty-Nine Dollars (\$739,539.00)**.

NOTE:

1. Price provided includes Delivery to the Fire Department.
2. Price provided includes Familiarization Session conducted by Seagrave personnel.

105 East 12th Street • Clintonville, WI 54929
PHONE: 715-823-2141 • FAX: 715-823-5769 Main Office/Purchasing
FAX: 715-823-5767 Parts and Service • www.seagrave.com



SEAGRAVE FIRE APPARATUS, LLC

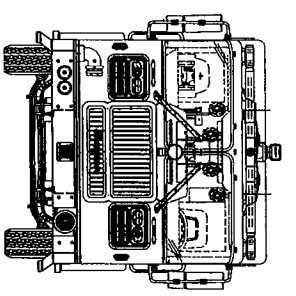
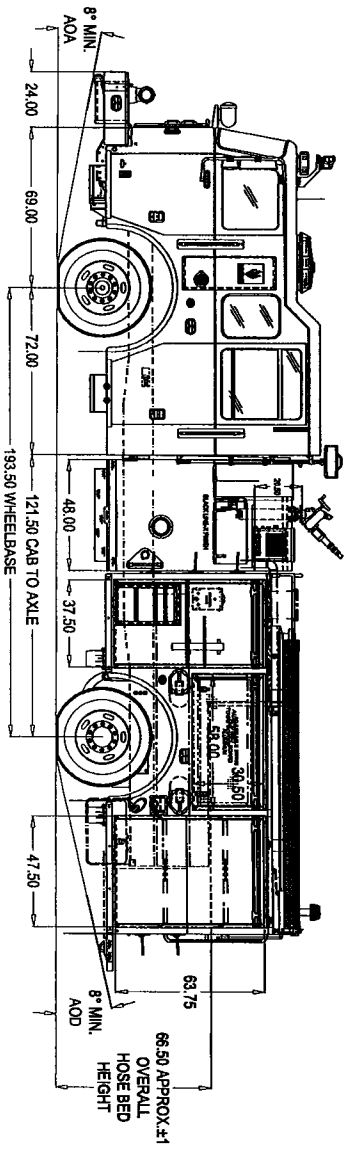
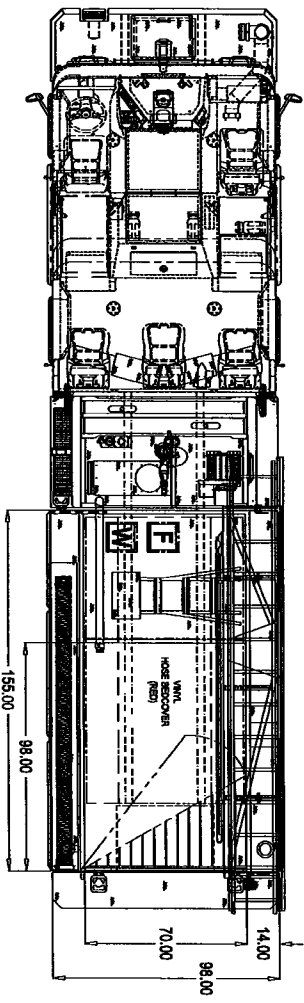
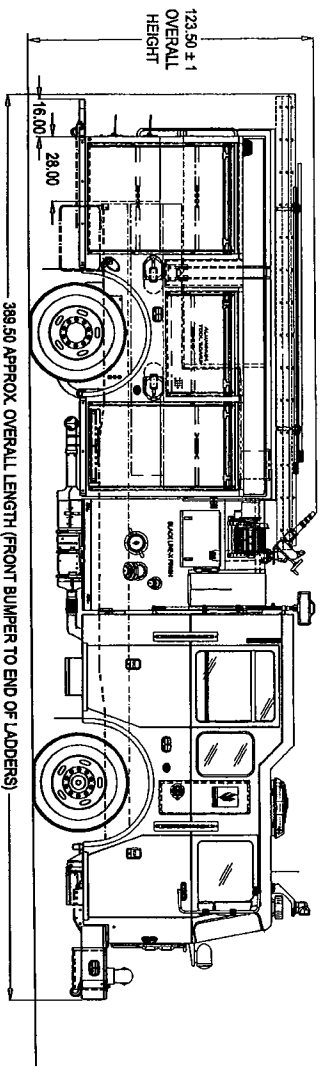
Once you have had an opportunity to review the enclosed information, please feel free to call me with any questions and/or clarifications you may have. We look forward to working with you on this most important investment into your community's future.

Respectfully,

Brett Romberg, Senior Sales Representative, Ext. 1860
Seagrave Fire Apparatus, LLC
105 East 12th Street, Clintonville, WI 54929
Brett.Romberg@seagrave.com

"Seagrave - The Safest Cab in the Industry"





FWD

Seagrave

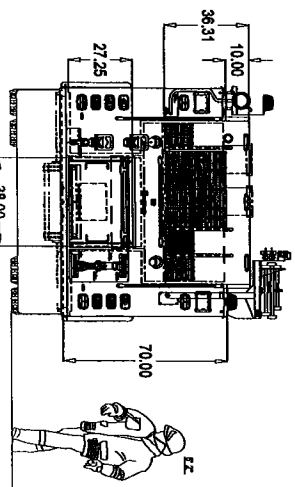
FWD SEAGRAVE HOLDINGS, LP / 105 EAST 12TH STREET
CLINTONVILLE, WI 54829

FRANKLIN FIRE DEPARTMENT OF WISCONSIN
FRANKLIN, WISCONSIN

PREPARED BY: DWL	DATE: 08-27-2021	MODEL: TB90CA
CAB: MARAUDER 141 108R	FRONT AXLE: MFS / 20K / DISC	
ENGINE: CUMMINS 8.450HP	REAR AXLE: RS-25-160 / 27K / DISC	
PUMP: WATERLOUS CSU 1500 GPM	FRONT TIRES: M / 315 / BR22.5 / X2LSZ	
BODY: #80R12 STAINLESS STEEL / 155	REAR TIRES: M / 12R22.5 / XD2 / NIEGE	
TANK: 750 GALLON / 30 FOM / 1 / 1 (UPP)	FOM: FOMPRO 2007	

- HOSE BED STORAGE INFORMATION:
- 250' OF 2.50" DOUBLE STACK
 - 1000' OF 5.00" QUAD STACK
 - 250' OF 2.50" DOUBLE STACK
 - 250' OF 2.50" DOUBLE STACK
 - (3) DIVIDERS

- LADDER RACK INFORMATION:
- DUC SAFETY #1200A 28' 2" SECTION LADDER
 - DUC SAFETY #975A 16' ROOF LADDER
 - DUC SAFETY #955A 10' FOLDING LADDER
 - LITTLE GIANT DEFENDER TYPE 1AA #MH7 (OPEN DUNNAGE AREA ABOVE WATER TANK)
 - (2) ALUMINUM PINE POLE TUBES (MILL FINISH)
 - (1) FHU NY #RH-8 8' FIRE HOOK W/ STEEL HANDLE
 - (1) FHU NY #RH-10 10' FIRE HOOK W/ STEEL HANDLE



PROPOSAL DRAWING

F3224

ALL DIMENSIONS ARE MEASURED IN INCHES, UNLESS OTHERWISE NOTED.

THIS DRAWING IS FOR REFERENCE OF CONFIGURATION; MINOR DETAILS MAY NOT BE SHOWN. DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE. THE SALES ORDER AND APPROVED SALES ORDER CHANGES WILL PREVAIL, WHERE DISCREPANCIES EXIST.

THE INDICATED VEHICLE HEIGHT REPRESENTS A CALCULATED DIMENSION. ACTUAL SHIPPED HEIGHT MAY VARY. THE HOSE CAPACITY IS A CALCULATED AMOUNT. ACTUAL CAPACITY MAY VARY DEPENDING ON VENDOR OF THE HOSE.

REV	DATE	DESCRIPTION	REV BY	SIG. DATE
1	08-27-2021	QW10281-0003	DWL	08-27-2021
INTERNAL SALES REPRESENTATIVE SIGNATURE OF APPROVAL				
BSR / JD				

FWD SEAGRAVE HOLDINGS, LP, ITS SUBSIDIARIES, SUCCESSORS AND/OR ASSIGNS COLLECTIVELY, "FWD SEAGRAVE" OWNS PROPRIETARY RIGHTS IN AND TO THIS DRAWING AND INFORMATION CONTAINED THEREIN. THIS DRAWING IS CONFIDENTIAL AND SHOULD NOT BE USED OR REPRODUCED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF FWD SEAGRAVE.

CONTRACT

THIS AGREEMENT; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **Franklin Fire Department of Wisconsin, Franklin, WI**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **one (1) unit of Seagrave model TB50CA Marauder Pumper**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within 440 calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

**Franklin Fire Department of Wisconsin
8901 W. Drexel Avenue
Franklin, WI 53132**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **Seven Hundred Thirty-Nine Thousand, Five Hundred Thirty-Nine Dollars (\$739,539.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Progress payments shall be made as follows: The first payment shall be 25% of the purchase price, made at arrival at the Factory of the major components. The second payment shall be 25% of the purchase price, made at chassis laydown. The third payment shall be 25% of the purchase price, made at completion of the chassis. The fourth payment shall be 20% of the purchase price, made upon completion of the Final Inspection at the Factory, prior to shipment. The fifth and final payment shall be 5% of the purchase price and shall be made upon delivery to and acceptance by the Purchaser.**

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be overnight delivered directly to:

***Seagrave Fire Apparatus, LLC
7285 Solutions Center
Chicago, IL 60677-7002***

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Waupaca County, Wisconsin. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this _____ day of _____ 20__.

FRANKLIN FIRE DEPARTMENT OF WISCONSIN, FRANKLIN, WI ("Purchaser")

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

By _____
Ulisses D. Parmeziani

Title: **President and Chief Executive Officer**
Seller

Date of Acceptance: _____

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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;">12/7/2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to Purchase Five Thermal Imaging Cameras (TICs) at a Cost Not to Exceed \$23,450, and Utilize a Grant of \$7,955 Toward the Purchase</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

The Fire Department is seeking Council approval to purchase a total of five Thermal Imaging Cameras (TICs). This purchase is included in the 2022 Budget, which Council approved on November 16, 2021. There was some discussion during the budget process to determine if some of the units could be purchased in 2022 and additional units could be purchased in future years, however, it was determined, for safety and ease of use that all units should be purchased in the same year to ensure the same functionality and physical attributes among units so that users do not have to stop and think before using it in an emergency situation. The details of the request are as follows:

Thermal Imaging Cameras (TICs) give firefighters the ability to see through dense smoke in the event of a structure fire. This allows firefighters to orient themselves in high-heat and zero-visibility conditions. It allows them to rapidly locate victims, and if conditions deteriorate, it allows them to find an escape route. TICs have become the industry standard and are a critical life-safety tool. The department's current TICs (deployed on each of the department's fire heavy apparatus) are more than 12 years old and are reaching end of service life. Crews have experienced equipment failures during critical incidents, and picture quality and battery service life have very noticeably deteriorated. The request would replace all four front line TICs, with an additional unit deployed on the command vehicle for size-up and overhaul operations.

Replacement of the five TICs was funded in the 2022 Capital Outlay budget in the amount of \$28,500; however, by placing the order now, the department is able to take advantage of discount pricing that will save approximately \$5,000 from the original \$28,450 estimate. In addition, this is a perfect opportunity to utilize a grant from the City's liability and workers compensation carrier, in the amount of \$7,955, bringing the overall cost, to the City, down to \$15,495.

Since this purchase is to be funded through the City's Capital Outlay Fund, and that fund currently has a fund balance that far surpasses the amount needed for the purchase, the Council could approve this item for purchase at this time with a budget amendment, utilizing the available fund balance. This is simply a matter of timing as the funds would have been spent in a little over a month for the same item.

The original and updated price quotes are attached.

COUNCIL ACTION REQUESTED

Motion to approve the purchase of five FLIR K-55 Thermal Imaging Cameras at a cost not to exceed \$23,450, and utilize a grant in the amount of \$7,955 toward the purchase, pending the approval of the budget amendment for the same.



W.S. Darley & Company
 Jim Phillips
 325 Spring Lake Dr.
 Itasca, IL 60143
 262-613-3029 Cell
jimphillips@darley.com

Quote

DATE
11/18/2021

Quote Date
11/18/2021

Reference

FOB
Shipping Point

PAYMENT TERMS
NET 15 Days

BILL TO:

SHIP TO:

Account Number:
 Franklin Fire Department
 8901 W Drexel Ave
 Franklin, WI 53132
 Chief Adam Remington
ARemington@franklinwi.gov

SAME

ITEM	QUANTITY	DESCRIPTION	EACH	AMOUNT
BL798	5	FLIR K55 TIC Package to include Case, (2)Batteries, Desk top Charger	\$4,495.00	\$22,475.00
BN699	5	Spare Lithium Ion battery for above TIC's.	\$175.00	\$875.00
			Freight	100
			Total	\$23,450.00

COMMENTS:

Special Terms:
 1. Payment will be made after January 1st, 2022



W.S. Darley & Company
 Jim Phillips
 325 Spring Lake Dr.
 Itasca, IL 60143
 262-613-3029 Cell
jimphillips@darley.com

Quote

DATE
6/22/2021

Quote Date
6/22/2021

Reference

FOB
Shipping Point

PAYMENT TERMS
NET 15 Days

BILL TO:

SHIP TO:

Account Number:
 Franklin Fire Department
 8901 W Drexel Ave
 Franklin, WI 53132
 Chief Adam Remington
ARemington@franklinwi.gov

SAME

ITEM	QUANTITY	DESCRIPTION	EACH	AMOUNT
BL798	5	FLIR K55 TIC Package to include Case (2)Batteries Desk top Charger	\$5,495.00	\$27,475.00
BN699	5	Spare Lithium Ion battery for above TIC's 2022 Budgetary Pricing	\$175.00	\$875.00
			Freight	100
			Total	\$28,450.00

COMMENTS

Special Terms:
 1 Customer P O constitute acceptance of these terms
 2 Quote expires 60 days herin

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<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 12/7/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2020-2453, An Ordinance Adopting the 2021 Annual Budget for the Capital Outlay Fund to Provide \$23,450 of Appropriations for the Purchase of Five Thermal Imaging Cameras</p>	<p style="text-align: center;">ITEM NUMBER G.5.</p>

BACKGROUND

The Fire Department is seeking Council approval to purchase a total of five thermal imaging cameras (TICs), in an amount not to exceed \$23,450, in the 2021 fiscal year.

This purchase is included in the 2022 Budget, which Council approved on November 16, 2021; however, due to an opportunity to save \$5,000, or approximately 18%, on the purchase, staff is requesting a budget amendment to allow the purchase to be executed in December of 2021 rather than in January of 2022. There is also a grant through the City's liability and workers compensation carrier, in the amount of \$7,955, that is able to be accessed for this purchase, bringing the overall cost to the City down to \$15,495.

ANALYSIS

The Capital Outlay Fund project appropriations may be modified to accommodate this new request without additional resources, as the Fund carries a sizable fund balance. In addition, the purchase would be made from this same fund in less than sixty days, making this a timing issue only.

RECOMMENDATION

Staff recommends the attached proposed Capital Outlay Fund budget amendment including the grant resources to fund the requested five thermal imaging cameras.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2021-____, An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budget for the Capital Outlay Fund to Provide \$23,450 of Appropriations for Five Thermal Imaging Cameras.

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$23,450 OF APPROPRIATIONS FOR FIVE THERMAL IMAGING CAMERAS

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

WHEREAS, the Fire Chief is requesting \$23,450 for five thermal imaging cameras that were not included in the 2021 Capital Outlay appropriations; and

WHEREAS, the purchase of five thermal imaging cameras is included in the 2022 Budget which was approved by the Common Council on November 16, 2021; and

WHEREAS, the five thermal imaging cameras qualify for a safety grant from the City's liability and workers compensation carrier in the amount of \$7,955 that was not included in the 2021 Capital Outlay Budget; and

WHEREAS, there is a \$5,000 savings off the expected cost of the five thermal imaging cameras if the purchase is committed to in 2021.

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

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

Appropriation

Thermal Imaging Cameras	Increase	\$23,450
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Funding

Grant Resources	Increase	\$7,955
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Contingency/Fund Balance	Decrease	\$15,495
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Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of December, 2021.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/07/21
REPORTS & RECOMMENDATIONS	<p align="center"> AN ORDINANCE TO AMEND §15-3.0442 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) TO ADD A USE AND HOURS OF OPERATION FOR THE INDOOR SPORTS COMPLEX (MIDWEST ORTHOPEDIC SPECIALTY HOSPITAL (MOSH) PERFORMANCE CENTER) FOR THE YMCA OF METROPOLITAN MILWAUKEE FITNESS STUDIO/GYM USE (CHRISTOPHER D. BUDAY, RIVER ROCK PERFORMANCE PROPERTIES, LLC, APPLICANT) (7095 SOUTH BALLPARK DRIVE) </p>	ITEM NUMBER G.6.

On November 18, 2021, the Plan Commission carried a motion to recommend approval of this ordinance and a second motion “determining the proposed amendment to be a Minor Amendment”. The vote was 5-0-1 for both motions, five ‘ayes’, no ‘noes’, one absent.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2021-____, an ordinance to amend §15-3.0442 of the Unified Development Ordinance, Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) to add a use and hours of operation for the indoor sports complex (Midwest Orthopedic Specialty Hospital (MOSH) Performance Center) for the YMCA of Metropolitan Milwaukee fitness studio/gym use (Christopher D. Buday, River Rock Performance Properties, LLC, applicant) (7095 South Ballpark Drive).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 11-9-21]

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND §15-3.0442 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) TO ADD A USE AND HOURS OF OPERATION FOR THE INDOOR SPORTS COMPLEX (MIDWEST ORTHOPEDIC SPECIALTY HOSPITAL (MOSH) PERFORMANCE CENTER) FOR THE YMCA OF METROPOLITAN MILWAUKEE FITNESS STUDIO/GYM USE (CHRISTOPHER D. BUDAY, RIVER ROCK PERFORMANCE PROPERTIES, LLC, APPLICANT) (7095 SOUTH BALLPARK DRIVE)

WHEREAS, Section 15-3.0442 of the Unified Development Ordinance provides for and regulates Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons), same having been created by Ordinance No. 2012-2089 and later amended by: Standards, Findings and Decision for a Special Exception to Certain Natural Resource Provisions Dated March 19, 2013; Ordinance No. 2013-2101; Ordinance No. 2016-2212; Ordinance No. 2017-2278, Ordinance No. 2018-2312, Resolution No. 2018-7339, Standards, Findings, and Decision for a Special Exception to Certain Natural Resource Provisions dated January 9, 2018, Ordinance No. 2018-2318, Ordinance No. 2018-2324, Ordinance No. 2018-2323 (re: Buildings B1 thru B4), Ordinance No. 2018-2333 and Ordinance No. 2019-2368; and

WHEREAS, Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) currently includes those lands legally described as follows:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 4, THENCE NORTH 88°42'47" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 SECTION, 1452.10 FEET TO LOOMIS ROAD (STATE TRUNK HIGHWAY "36") REFERENCE LINE AS SHOWN IN WISCONSIN DEPARTMENT OF TRANSPORTATION PLAT OF RIGHT OF WAY PROJECT NUMBER F064-I(5)/2240-02-22, DATED JULY 3, 1956 AND THE POINT OF BEGINNING, THENCE SOUTH 49°45'51" WEST ALONG SAID REFERENCE LINE, 908.15 FEET TO A POINT OF CURVE;

THENCE SOUTHWESTERLY 1280.09 FEET ALONG SAID REFERENCE LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, WHOSE RADIUS IS 3819.72 FEET AND WHOSE CHORD BEARS SOUTH 40°09'15" WEST, 1274.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30°33'51" WEST ALONG SAID REFERENCE LINE, 912.57 FEET, THENCE NORTH 59°26'09" WEST, 146.77 FEET TO THE SOUTHEAST CORNER OF STONE HEDGE SUBDIVISION ADDITION NO. 1; THENCE NORTH 00°11'17" WEST ALONG THE EAST LINE OF SAID STONE HEDGE SUBDIVISION ADDITION, 2266.74 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST RAWSON AVENUE; THENCE NORTH 88°31'09" EAST ALONG SAID NORTH RIGHT OF WAY LINE 393.64 FEET; THENCE NORTH 76°43'11" EAST 212.76 FEET TO A POINT ON THE EAST LINE OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3107; THENCE NORTH 00°21'06" WEST ALONG THE EAST LINE OF SAID PARCEL 1 AND ALONG THE EAST LINE OF LOTS 14, 13, AND 12 OF BLOCK 1 OF WHITNALL VIEW SUBDIVISION ADDITION NO. 1, 809.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88°41'11" WEST ALONG THE NORTH LINE OF SAID LOTS 12 AND 11 OF SAID WHITNALL VIEW SUBDIVISION ADDITION, 484.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE NORTH 00°21'07" WEST ALONG THE EAST LINE OF LOTS 10 AND 9 OF SAID WHITNALL VIEW SUBDIVISION, 400.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 88°41'11" EAST ALONG SAID NORTH LINE, 544.58 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 4; THENCE SOUTH 00°21'07" EAST ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4, 35.86 FEET, THENCE NORTH 88°42'30" EAST, 662.58 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/4 OF SAID 1/4 SECTION; THENCE NORTH 00°22'39" WEST, 1349.21 FEET; THENCE NORTH 88°33'16" EAST 1252.39 FEET, THENCE SOUTH 00°19'12" EAST, 367.35 FEET; THENCE NORTH 54°02'33" EAST, 648.24 FEET, THENCE NORTH 88°33'16" EAST, 204.06 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 4, BEING THE CENTERLINE OF SOUTH 76TH STREET, THENCE SOUTH 00°19'12" EAST ALONG SAID EAST LINE, 519.27 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 4, THENCE SOUTH 00°25'03" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, 1659.84 FEET TO SAID REFERENCE LINE, THENCE SOUTH 49°45'51" WEST ALONG SAID REFERENCE LINE, 1561.74 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 8,951,502 SQUARE FEET (205.498 ACRES) OF LAND, MORE OR LESS. Tax Key Nos. 744-1003-000, 744-1004-000, 744-1005-000, 744-1006-000, 744-1007-000, 744-1008-000, 744-1009-000, 744-

1010-000, 754-9002-000, 754-9006-000, 754-9007-000, 754-9008-000, 754-9010-000 and 754-9011-000; and

WHEREAS, Christopher D. Buday, River Rock Performance Properties, LLC, having petitioned for a further amendment to Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons), to add the use “Fitness Studio/Gym” with 24/7 hours of operation for the YMCA of Metropolitan Milwaukee, Monday through Sunday, within the Indoor Sports Complex (portions of the 1st and 2nd floors in the Midwest Orthopedic Specialty Hospital (MOSH) Performance Center) at Ballpark Commons, located at 7095 South Ballpark Drive; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 18th day of November, 2021, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) 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. 37 (The Rock Sports Complex/Ballpark Commons) 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: 15-3.0442 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Ordinance 2019-2368, Section 15-3.0442A.D.6., pertaining to hours of operation, is hereby amended as follows: add “j. Fitness Studio/Gym. Hours of operation for the YMCA of Metropolitan Milwaukee, within the Indoor Sports Complex (portions of the 1st and 2nd floors in the Midwest Orthopedic Specialty Hospital (MOSH) Performance Center) at Ballpark Commons, will be 24 hours per day, Monday through Sunday.”

SECTION 2: All other applicable terms and provisions of §15-3.0442 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended

from time to time, shall apply to the YMCA of Metropolitan Milwaukee within Ballpark Commons Indoor Sports Complex Fitness Studio/Gym and hours of operation addition, and all terms and provisions of §15-3.0442 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

SECTION 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



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

Item D.2.

Meeting of November 18, 2021

Planned Development District (PDD) No. 37 Amendment

RECOMMENDATION: City Development staff recommends approval of the proposed amendment to Planned Development District (PDD) No. 37.

Project Name:	Planned Development District Amendment to allow 24/7 operation for YMCA of Metropolitan Milwaukee
Project Address:	7095 S Ballpark Drive Midwest Orthopedic Specialty Hospital (MOSH Building)
Applicant:	Christopher D. Buday River Rock Performance Properties, LLC
Agent:	Carrie Wall. YMCA of Metropolitan Milwaukee, Inc
Property Owner:	BPC County Land LLC (A WI LLC)
Current Zoning:	Planned Development District No 37
2025 Comprehensive Plan:	Mixed Use
Use of Surrounding Properties:	Parking lot to the north, S Ballpark Drive to the east, Rawson Avenue to the south and residential single-family (Whitnall View subdivision) to the west
Applicant’s Action Requested:	Recommendation to the Common Council for approval of this Planned Development District amendment to allow 24/7 operation for YMCA of Metropolitan Milwaukee.
Planner:	Régulo Martínez-Montilva, Principal Planner

Introduction:

Before you is a request to amend the Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons), Ordinance 2019-2368, Section 15-3.0442A.D.6 “Hours of Operation”, to add the use “Fitness studio/gym” with 24/7 hours of operation: Monday through Sunday, 24 hours. This section of the ordinance is attached to the meeting packet for your reference.

Planned Development District minor amendments must be presented before the Plan Commission for recommendation to the Common Council, which is the approving authority.

Project Description and Analysis:

YMCA of Metropolitan Milwaukee received zoning compliance permit PZC21-0058 for fitness studio/gym use on August 31, 2021, the approved hours of operation for this permit are Monday through Sunday, from 5:00 a.m. to 12:00 a.m. (midnight). City Development staff assigned these hours of operation based on those for “Indoor Baseball” set forth in the Planned Development District Ordinance because the YMCA is located in the MOSH Building, which is an indoor sports complex.

The applicant pointed out in the submitted narrative dated October 4, 2021, that other fitness facilities operate 24 hours: Anytime Fitness at 2818 W. Rawson Avenue and Planet Fitness at 6529 S. 27th Street. Based on a review of documents on file in the City of Franklin Department of City Development, no complaints have been received associated with the 24 hours operation of these facilities.

City Department Comments:

- **Inspections Services Department.** Additional Water Impact fees may be required based on employee count and work hours.
- **Engineering Department.** No comments.
- **Fire Department.** FD has no comments.
- **Health Department.** Health Department does not review any plans for this facility if there are no food service area or pools onsite

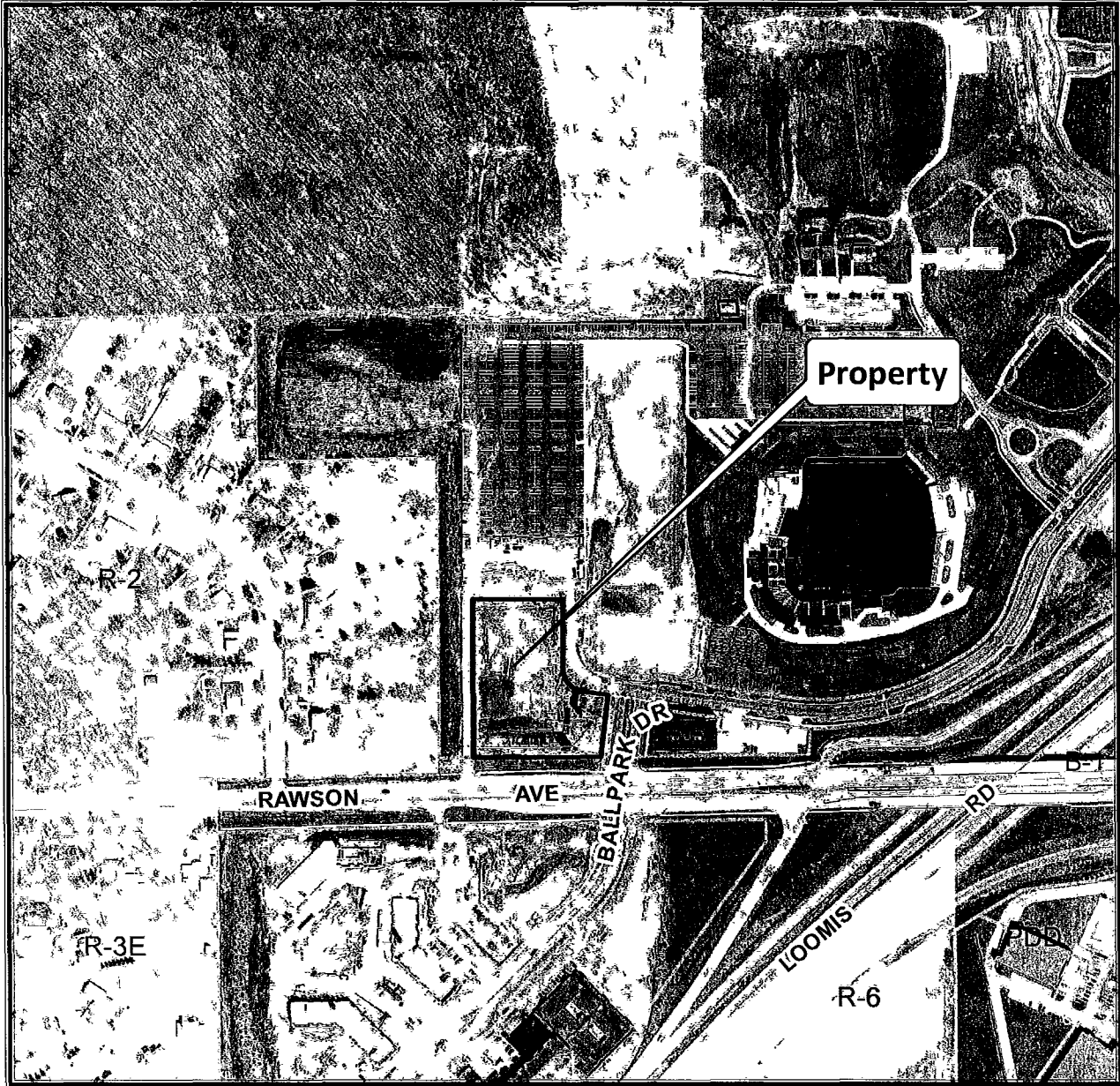
Staff Recommendation:

City Development staff recommends approval of the proposed amendment to Planned Development District (PDD) No. 37, and to consider this request as a minor PDD amendment.

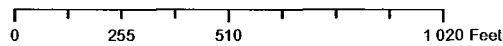
Appendices:

1. Section 15-3.0442A.D.6 “Hours of Operation” of Ordinance 2019-2368 for Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons).
2. Zoning compliance permit PZC21-0058 for YMCA of Metropolitan Milwaukee.
3. Application submittal received on October 19, 2021.

7095 S. Ballpark Drive
TKN: 744 1005 000



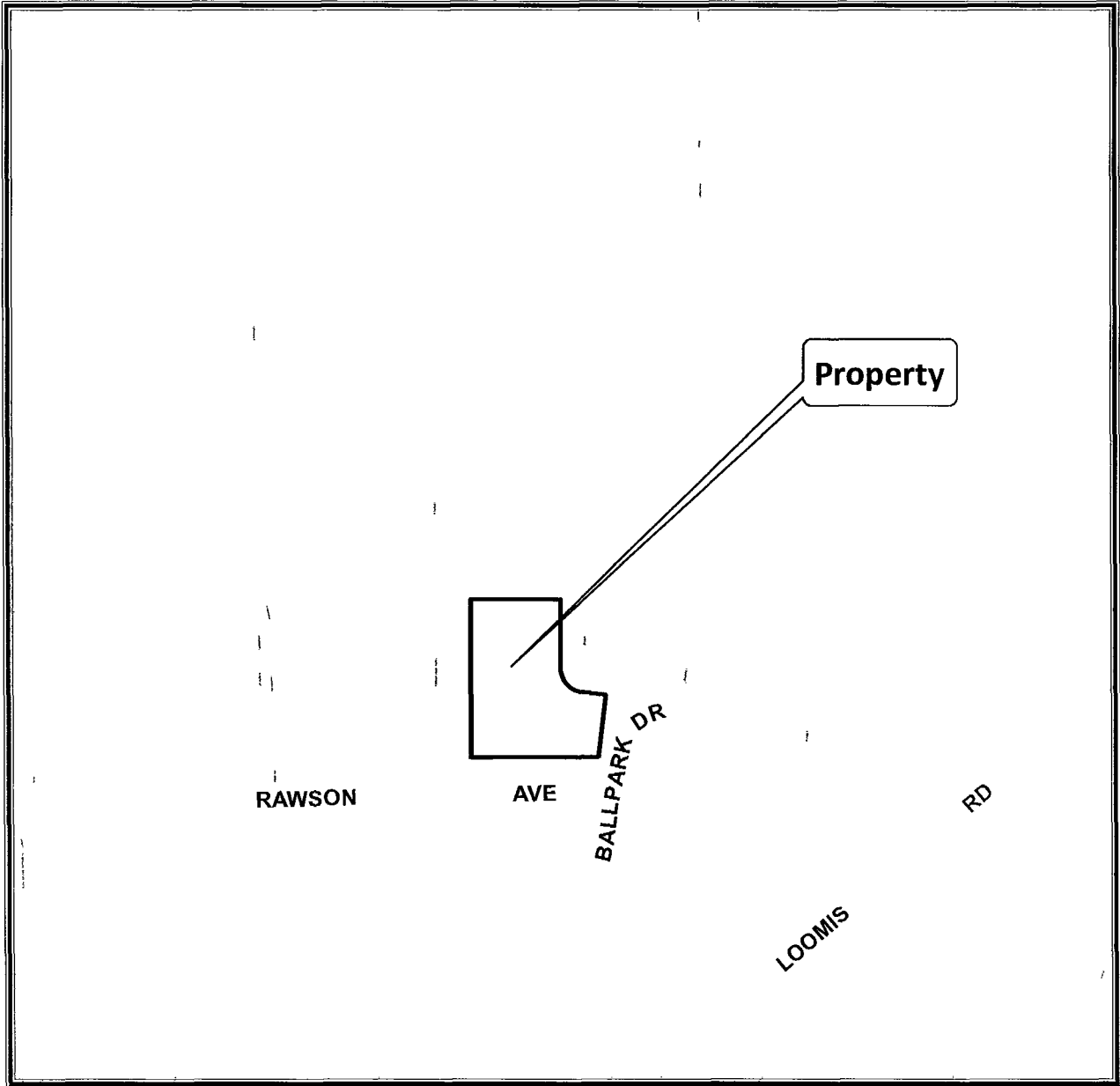
Planning Department
(414) 425-4024



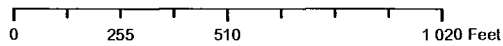
2021 Aerial Photo

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

7095 S. Ballpark Drive
TKN: 744 1005 000



Planning Department
(414) 425-4024



2021 Aerial Photo

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

4 **Landscaping:**

a. *Landscape Requirements:*

The Rock Sports Complex shall provide landscape plantings as may be approved by the Plan Commission during its review and consideration of Site Plans.

Plantings shall be provided with a minimum two (2) year planting guaranty.

The 30' Buffer Yard Setback as depicted on the Landscape Plan City file-stamped August 1, 2012 shall be reserved for the planting of trees and shrubs; the building of structures hereon is prohibited, except for existing and proposed driveway access and trails as may be permitted by the Plan Commission.

The quantity of plantings within Bufferyard Easements shall be held in perpetuity and maintained throughout the life of the development.

5. **Architecture:**

a. *Architecture*

The sports facilities, consisting of Buildings S1, S2/C3/C4, S3/C2, the ballfields and associated dugouts, concession stands, and announcer's booth; the Hinterhof indoor/outdoor facility, and the Umbrella Bar/restaurant architecture shall be completed, and in substantial compliance, per the approved Site and Architectural Plans.

Future uses and structures shall provide architectural elements consistent with the structures approved in Phase I to provide a single cohesive development.

6. **Hours of Operation:**

a. *Athletic Fields and Concession Stands:*

Hours of operation for the athletic fields and concession stands shall be limited to 7:00 a m to 11:00 p m

b. *Athletic field lighting curfew:*

All athletic field lights shall be shut off by 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.

c. *Stadium*

Hours of operation for the stadium shall be limited to 7:00 a.m. to 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.

d.i. *Indoor Golf*

Hours of operation of the indoor portion of the golf facility shall be limited to 7:00 a.m. to 12:00 a.m. (midnight) Sunday – Thursday and 7:00 a.m. to 2:00 a.m. Friday – Saturday.

d.ii. *Outdoor Golf:*

Hours of operation of the outdoor portion of the golf facility shall be limited to 7:00 a.m. to 12:00 a.m. (midnight).

e. *Indoor Baseball.*

Hours of operation of the Indoor Baseball and associated facility shall be limited to 5:00 a.m. to 12:00 a.m. (midnight).

f. *Umbrella Bar/restaurants (including the Hunterhof indoor/outdoor eating/drinking establishment):*

Hours of operation for the restaurant shall be limited to 7:00 a.m. to 2:00 a.m.

g. *Mountain Biking*

Hours of operation for mountain biking on site shall be limited to sunrise to sunset.

h. *Ski Hill:*

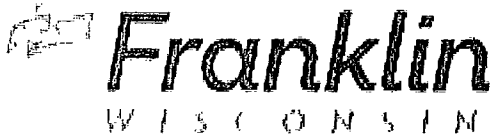
Hours of operation for the ski hill shall be limited to 10:00 a.m. to 11:00 p.m. Snowmaking and snow grooming equipment may be operated at all hours necessary to maintain the ski hill from November 1st to March 31st of each year.

i. *Truck Deliveries and Refuse Collection:*

Truck deliveries and refuse collection shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m.

Trucks shall be prohibited from idling while loading and unloading.

7 **Lighting:**



Planning Department

9229 W. Loomis Road, Franklin, WI 53132
 Phone: (414) 425-0084 Fax: (414) 425-7513
 generalinspection@franklinwi.gov
 www.franklinwi.gov

Zoning Compliance Permit

PERMIT #: PZC21-0058

APPLICATION DATE: 08/31/2021

ISSUED: 09/07/2021

BUSINESS NAME:	APPLICANT:	PERMIT NAME OWNER:
YMCA	YMCA of Metropolitan Milwaukee Inc PO Box 2174 Milwaukee WI 53201	BPC COUNTY LAND LLC (A WI LLC) 1110 N OLD WORLD 3RD ST STE 610 MILWAUKEE WI 53203

Use/Operation: Fitness studio/gym
 SIC Code No.: n/a

The Planning Department finds that the proposed use for the property located at:
 7095 S Ballpark Dr 120 & 200
 in the PDD-37 District

is a permitted use pursuant to Section 15-3 0603 of the City of Franklin Unified Development Ordinance (UDO)

Pursuant to Section 15-9 0102(D) a Zoning Compliance Permit automatically expires if the business/use for which the zoning compliance permit is issued has not taken occupancy of the premises within six (6) months of the date this Zoning Compliance Permit is issued Thus, the premises must be occupied by 3 / 7 / 2022

PLANNING & ZONING DEPT. REVIEW: Status: Completed

Plan Reviewer: Regulo Martinez-Montilva
Conditions of approval are listed on the reverse side.

***** NOTE *****

An Occupancy Permit is required prior to taking occupancy of the building or any portion thereof An application for an Occupancy Permit can be obtained from the City of Franklin Inspection Department. Occupancy Permits must be issued to the applicant by the Building Inspection and Fire Departments prior to taking occupancy of the building

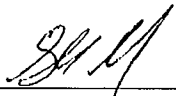
FAILURE TO COMPLY WITH THIS PERMIT MAY RESULT IN CITATIONS AND FINES PURSUANT TO CHAPTER 1, ARTICLE III OF THE CITY OF FRANKLIN MUNICIPAL CODE AND SECTION 15-9.0502 OF THE UNIFIED DEVELOPMENT ORDINANCE.

Staff Comments/Conditions of Approval:

Fitness studios/gyms is a permitted use in the Rock Sports Complex Area of Planned Development District No 37 per Ordinance 2019-2368 Given YMCA is located in the indoor sports complex, the appropriate category for hours of operation is "Indoor Baseball and associated facility", 5:00 a.m. to 12:00 a.m. (midnight)

This zoning compliance approval is subject to the following conditions:

1. Outside storage is not permitted on the site.
2. All signage must be approved by the Building Inspection Department.
3. This Zoning Compliance approval is contingent on the applicant receiving all applicable permits through the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Clerk's Office and/or Health Department and a Building/Occupancy Permit granted and approved by the Building Inspection Department.
4. If at any point the use, business name, or site plan at this address changes, it will require a new zoning compliance permit and/or other City of Franklin approvals.
5. Hours of operation are Monday-Sunday 5:00 a.m. - 12:00 a.m. (midnight)



Régulo Martínez-Montilva

09/07/2021

Date



OCT 19 2021

City of Franklin
 Date of Application: _____

PLANNED DEVELOPMENT DISTRICT (PDD) APPLICATION

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

Applicant (Full Legal Name(s))

Name: Chris Buday
 Company: River Rock Performance Properties, LLC
 Mailing Address: 1110 N. Old World 3rd Street Suite 1
 City / State: Milwaukee, WI Zip: 53203
 Phone: 414-305-4930
 Email Address: chris.buday@boldt.com

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

Name: Carrie Wall
 Company: YMCA of Metropolitan Milwaukee, Inc.
 Mailing Address: PO Box 2174
 City / State: Milwaukee, WI Zip: 53201
 Phone: 2627449622
 Email Address: cwall@ymcamke.org

Project Property Information:

Property Address: 7095 S. Ballpark Dr.
 Property Owner(s): River Rock Performance Properties

Tax Key Nos: 7441005000

Mailing Address: 1110 N. Old World 3rd Street Suite 1
 City / State: Milwaukee, WI Zip: 53203
 Email Address: chris.buday@boldt.com

Existing Zoning: PDD 37
 Existing Use: PDD 37
 Proposed Use: PDD 37 with 24hr Fitness
 Future Land Use Identification: PDD

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

PDD 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
 - \$6000, PDD-New
 - \$3500, PDD Major Amendment
 - \$500, PDD Minor Amendment
- Legal Description for the subject property (WORD doc or compatible format)
- Seven (7) complete collated sets of Application materials to include
 - One (1) original and six (6) copies of a written Project Summary, (description of the proposed development of the property to include the proposal's intent, impacts, and consistency with the Comprehensive Master Plan, any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)
 - Three (3) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc. (See Sections 15-7.0101, 15-7.0301, and 15-5.0402 of the UDO for information that must be denoted or included with each respective plan.)
 - Four (4) folded reduced size (11"x17") copies of the Site Plan package
 - One colored copy (11"x17") of the building elevations, if applicable
 - One copy of the Site Intensity and Capacity Calculations, if applicable (see Division 15-3.0500 of the UDO)
 - Three copies of the Natural Resource Protection Plan report, if applicable (see Section 15-4.0102 and 15-7.0201 of the UDO)
 - Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
- Minor PDD Amendment requests require Plan Commission review and Common Council approval

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

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

Signature:
 Name & Title (PRINT): Thomas Johns, Owners Agent
 Date: 10/08/2021

Signature:
 Name & Title (PRINT): Chris Buday - Owners Agent
 Date: _____

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

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



The Boldt Company
1110 N Old World Third Street
Suite 610
Milwaukee WI 53203

414 276-4666 phone
www.boldt.com

October 4, 2021

City of Franklin
Plan Commission / Planning Department
9229 West Loomis Road
Franklin, WI 53132

Subject: Plan Commission Resolution 2018-007 – PDD Amendment - 24 hour operations

To whom it may concern,

Per City of Franklin Plan Commission Resolution 2018-007 the Indoor Sports Complex and 3 story office building at 7095 S. Ballpark Drive were approved with certain conditions which limited the hours of business operations.

Since the above noted resolution was approved, the YMCA of Metropolitan Milwaukee, Inc. has decided to locate their newest fitness center in portions of 1st and 2nd floor so the MOSH Performance Center. The YMCA will include: access to state of the art cardio and strength equipment, evidence based chronic disease programming, senior strength and wellness programming; personal training; integrated wellness programs, small group training, group exercise classes and child watch for guardians with children under 8 years of age.

The YMCA plans to cater to: teens 13 and older, guardians with children under 8 who require child watch to work out and participate in programs in the Center, and adults 18 and older.

Recently the City of Franklin Planning Department issued a Zoning Compliance Permit, see attached permit #PZC21-0058. The staff comment item 5, approved the YMCA for operations Monday – Sunday, 5:00am – 12:00 am (midnight).

In order to meet varied working schedules of members, provide a greater opportunity for individuals to participate in programs that improve their health, and better ensure the YMCA is able to provide a competitive offering similar to other fitness providers within Franklin and neighboring communities: *the YMCA is requesting that operations hours for the facility be extended to Monday – Sunday, 24 hours.* Currently, within the City of Franklin the following fitness facilities offer 24 hour access:

Anytime Fitness – 2818 W. Rawson Ave. Franklin, WI 53132
Planet Fitness – 6529 S. 27th St. Franklin, WI 53132

The requested operational hour change will not require any exterior or interior modifications to the facility. Within the YMCA cardio equipment, free weights and member supports area such as the lounge, restrooms and lockers will be available to member on a 24 hour basis.

From a security standpoint the MOSH Performance Center and YMCA are currently both equipped with a proxy card access system. This system will allow the building to remain secure outside of normal business

hours, but also allow members to securely enter and exit the premises with cards that will be issued by the YMCA.

With regards to parking the YMCA has evaluated other similar sized fitness facilities and the number of after hour (between 12:00 am midnight and 5:00 am) visits. Based on other YMCA sites we can anticipate between 10 to 20 cars (visits) per night.

Should you have any questions regarding the above please do not hesitate to contact me or Carrie Wall, President and CEO, YMCA Metropolitan Milwaukee, Inc.

Sincerely,



Chris Buday
Owners Agent
Boldt Holdings, LLC



Carrie Wall
President and CEO
YMCA of Metropolitan Milwaukee, Inc.

Cc: File
Mike Zimmerman, ROV Ventures, LLC
Alex Brewer, Boldt Holdings, LLC

FLOOR PLAN LEGEND

—	EXIST. STRUCTURE TYPE (H)
—	EXISTING STRUCTURE TYPE (H)
—	EXISTING DOOR TYPE (H)
16. 2004	
18. 6/12	

FLOOR PLAN GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.

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KEYNOTES PLAN

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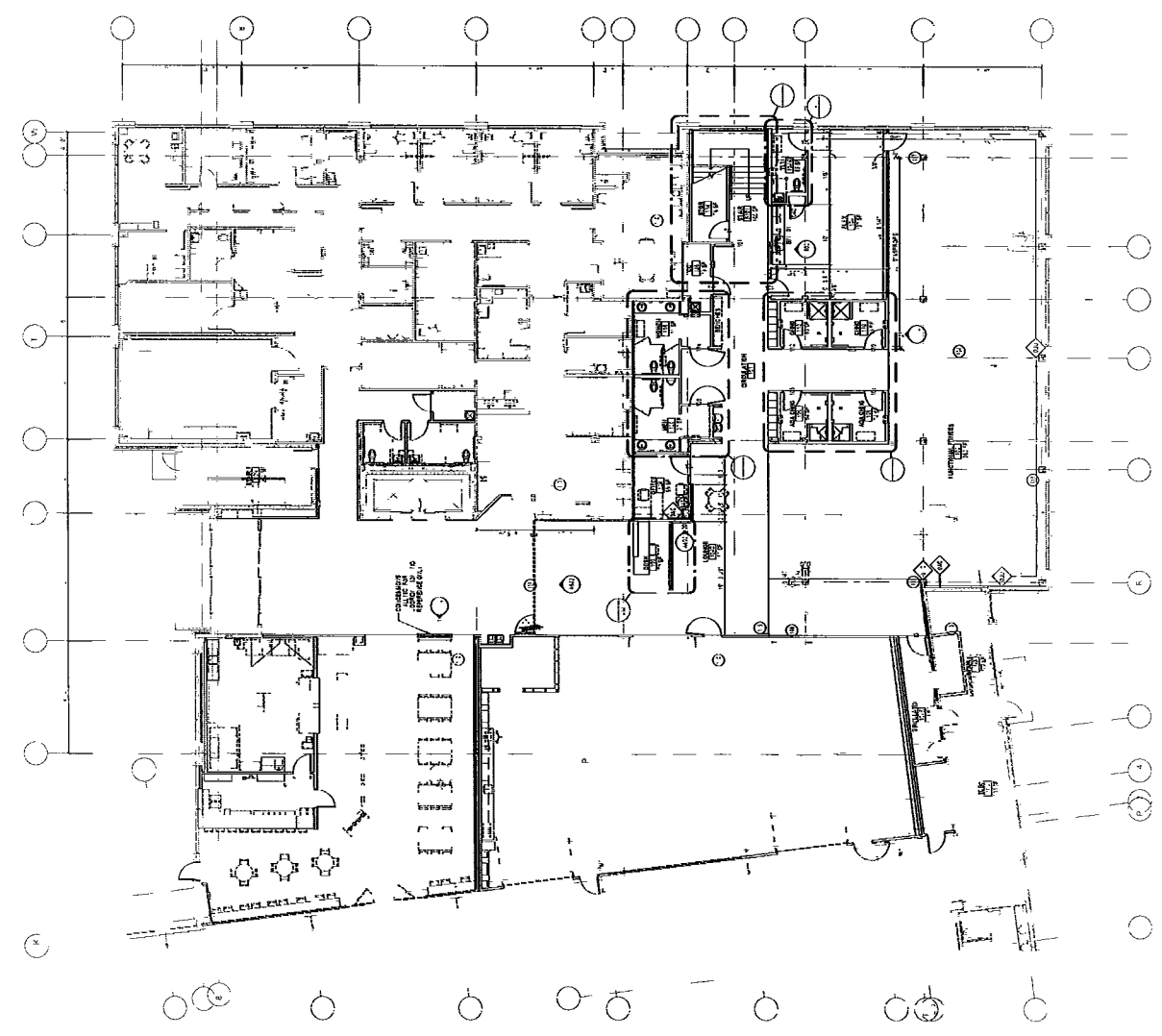
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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/07/21</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, BEING THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DOROTHY BOSCH COMMON TRUST, APPLICANT)</p> <p>(AT 10757 SOUTH 92ND STREET)</p>	<p>ITEM NUMBER</p> <p>G.7.</p>

City Development staff recommends approval of this resolution authorizing certain officials to accept this conservation easement for and as part of the approval of a 2 lot certified survey map upon property generally located at 10757 South 92nd Street, subject to technical corrections.

The applicant submitted this conservation easement for Common Council approval to comply with condition No. 6 of Certified Survey Map Resolution No. 2021-7782:

The applicant shall submit a written conservation easement document for Lot 2, subject to review by City staff, and approval by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2021-____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a 2 lot certified survey, being the North 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Dorothy Bosch Common Trust, applicant) (at 10757 South 92nd Street), subject to technical corrections.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 11-30-21 RMM

RESOLUTION NO. 2021-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT
CERTIFIED SURVEY, BEING THE NORTH 1/2 OF THE SOUTHEAST
1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(DOROTHY BOSCH COMMON TRUST, APPLICANT)
(AT 10757 SOUTH 92ND STREET)

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Dorothy Bosch Common Trust, on October 5, 2021, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers, wetland setbacks on the site; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council, subject to technical corrections.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Dorothy Bosch Common Trust, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney and the Engineering Department; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
DOROTHY BOSCH COMMON TRUST
RESOLUTION NO. 2021-_____

Page 2

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

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

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

WITNESSETH

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

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

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

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

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

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

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

Grantee’s rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

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

- 1 Construct or place buildings or any structure,

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

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

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

To Grantor.
 Bonita K Bosch Trust, Barbara A Zagrodnik Trust,
 Bonita K Bosch Living Trust, Daniel J Zagrodnik and
 Barbara A Zagrodnik Living Trust, and the Dorothy
 Bosch Revocable Trust
Attn Breanna Predzik
8830 W Oakwood Road
Franklin, WI 53132

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

In witness whereof, the Grantor has set *their hands and seals* on this date of _____, 2021

[Grantor]
 Bonita K Bosch Trust, Barbara A Zagrodnik Trust, Bonita K
 Bosch Living Trust, Daniel J Zagrodnik and Barbara A
 Zagrodnik Living Trust, and the Dorothy Bosch Revocable
 Trust

By _____
 Breanna Predzik, Trustee
 Barbara Bosch, Trustee
 Bonita Bosch, Trustee

STATE OF WISCONSIN)
) ss
 MILWAUKEE COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2021, by Breanna Predzik, Barbara Bosch, Bonita Bosch, as Trustees of Bonita K Bosch Trust, Barbara A Zagrodnik Trust, Bonita K. Bosch Living Trust, Daniel J Zagrodnik and Barbara A Zagrodnik Living Trust, and the Dorothy Bosch Revocable Trust, to me known to be the persons who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Bonita K Bosch Trust, Barbara A Zagrodnik Trust, Bonita K Bosch Living Trust, Daniel J Zagrodnik and Barbara A Zagrodnik Living Trust, and the Dorothy Bosch Revocable Trust

Exhibit A

SURVEYOR'S CERTIFICATE

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

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

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, THENCE S 0°32'15" E ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, 1325 98 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4 THENCE S 88°12'18" W ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, 24 76 FEET TO THE WEST LINE OF S 92nd STREET, THENCE CONTINUING S 88°12'18" W ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, 2612 73 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4, THENCE N 0°27'23" W ALONG SAID WEST LINE OF THE SOUTHEAST 1/4, 1324 21 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4, THENCE N 88°09'56" E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 2610 89 FEET TO THE WEST LINE OF S 92nd STREET, THENCE CONTINUING N 88°09'56" E ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4, 24 76 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING

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

Exhibit C

Legal description

For: Conservation easement

Being a part of lot 1 and lot 2 of CSM _____, said CSM being part of the North 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 21 East, In the City of Franklin, Milwaukee County, Wisconsin. Said lands are bounded and described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of aforesaid Section 32; thence South 88°09'56" West, a distance of 40.01 feet to the northeast corner of Lot 2 of CSM _____; thence South 00°32'15" East, a distance of 323.89 feet along the east line of Lot 1 and Lot 2 of CSM _____ and west r.o.w. line of S. 92nd St., to the point of beginning; Thence continuing South 00°32'15" East, a distance of 9.04 feet to a point; Thence South 62°39'47" West, a distance of 77.09 feet to a point; thence North 89°43'32" West, a distance of 51.36 feet to a point; Thence North 49°44'02" West, a distance of 44.62 feet to a point; Thence North 32°41'01" West, a distance of 56.39 feet to a point; Thence North 20°18'26" East, a distance of 74.55 feet to a point; thence North 76°02'27" East, a distance of 71.80 feet to a point; thence South 43°31'52" East, a distance of 64.45 feet to a point; thence South 17°48'58" East, a distance of 18.94 feet to a point; thence South 35°11'50" East, a distance of 66.80 feet to the west line of S. 92nd St and the point of beginning. Said described lands containing 19, 993 s.f. (0.4589 Acres), more or less of land.

<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 December 7, 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendation from Economic Development Commission for Multiview Advertising Package FY 2022</p>	<p style="text-align: center;">ITEM NUMBER G.8.</p>

Background

As the Director of Economic Development for the City of Franklin, one of my responsibilities is to increase new taxable investment for the city by attracting new construction and new businesses, specifically targeting large corporate and high-value manufacturing. Franklin has many suitable areas for this type of development; however, priority is focused on establishing the new tax increment financing districts that have been established by the Common Council: Tax Increment District No. 6, the Loomis Business Park; and Tax Increment District No. 8, the Franklin Corporate Park.

To support these efforts, the Economic Development Commission (EDC) has undertaken activities to reach key decision makers in site selection projects. These projects are typically new locations and consolidations and can come from the companies or, more typically, from professionals who represent those companies, such as developers, specialized attorneys, site selectors, real estate brokers; and construction and construction services firms.

Over 2020-2021, several marketing initiatives have or are taking place to build awareness of Franklin as a competitive and attractive place to locate these types of projects, generally falling into two categories:

Print Media targeting the broader demographic audience who subscribes to those publications:

- Site Selection Magazine (year-long series)
- Business Xpansion Magazine (single ad placement in October)
- Heartland Real Estate Business magazine (single ad placement in November)

Local Promotions and Brand-Awareness Activities:

- Midwest Real Estate News Summit – Speaker for 3rd Annual Milwaukee Commercial Real Estate Virtual Summit
- Midwest Real Estate News Summit – Speaker for 1st Annual Milwaukee Women in Real Estate Virtual Summit
- Sponsorship of Commercial Association of Realtors, Wisconsin Chapter – Snow Tubing at The Rock networking
- Franklin Business Appreciation Celebration
- South Suburban Chamber of Commerce back cover of their bi-annual Business and Visitors Guide for 2022-2023
- Lanyards, Lapel Pins, Stationary, Calendars, branded name tags, etc.
- Placemaking – banners, wayfinding signs, (Tourism Commission project)
- Memberships to and targeted participation in local and regional economic development and real estate organizations

While these activities help build brand awareness for Franklin, what is missing is the critical third leg of any well-rounded marketing program – targeted online advertising. Today’s market moves quickly, and it is harder to break through the clutter to reach key decision makers, many of whom are focusing their time and attention on the internet as a first, and sometimes sole, source of information. Site selectors do their initial research and community vetting long before economic developers are brought into the mix and so it becomes more crucial to target placemaking, branding, and marketing messages to meet these decision makers where they are – online.

For the last several months, the EDC has been considering how to enter the global online advertising market and is expected to approve a recommendation to the Common Council at the December 3rd EDC meeting. As this anticipated action follows deadline for submission of this request, additional information may be provided prior to consideration of this request at the December 7th, 2021 Common Council meeting.

**Recommendation from Economic Development Commission for
Multiview Advertising Package FY 2022
Page 2**

Overview of Proposed Digital Marketing Program

Multiview is a B2B digital marketing company that specializes in tailoring industry-specific messages through key online platforms and websites. For municipal economic development programs, Multiview specifically identifies buyer behavior unique to the site selection process and then targets these prospective clients with our advertisements on the sites they visit the most.

While Multiview has clients in many industry sectors; **attached is a detailed overview specifically for economic development clients**, which describes in detail what Multiview does and how it works, along with economic development/government customers and testimonials. Franklin EDC staff has spoken directly with a long-standing repeat municipal customer and received positive feedback on the Multiview program.

Multiview provides Franklin with an efficient way to reach a large number of Site Selectors, Corporate Executives and Commercial/Industrial Real Estate Professionals as they are actively engaged in the site selection process online, targeting within industry verticals who are looking as certain key variables as they navigate the web, such as geography, available land or property, and our competing regions as they navigate the web. **Attached is a specific proposal** identifying the ways in which Multiview will work with Franklin to provide an *amplified* and *targeted* marketing message to already vetted prospects.

Multiview is a 12-month program that costs \$18,000. This cost includes but is not limited to.

- a marketing team to design, place, and monitor the content for Franklin's messaging
- an on-line reporting portal for real-time dashboarding
- 1,125,000 impressions, less than 2¢ per impression
- Access to over 1,200 association partnerships / digital publications
- Access to more than 10M potential business professionals
- Banner ads, unskippable Connected TV ads, and Site Retargeting (ads follow prospects across sites)
- Geo Fencing - targets prospects in Franklin and up to 30 days after visit
- CRM-targeted ads (Franklin's CRM – Customer Relationship Management – platform is Act!)

This advertising is always available and accessible, making the price less than \$50 per day. The overall cost is comparable to or less expensive than typical print campaigns.

COUNCIL ACTION REQUESTED

Motion to accept the EDC recommendation and approve the purchase of a \$18,000 advertising package with Multiview using funds allocated for marketing in the 2021 Economic Development budget.



Targeted Digital Marketing Solutions

Reaching & Influencing More Customers
Across The Buying Journey

 MULTIVIEW

MultiView's Company Profile



20+ years, 500+ employees, 3 offices



2,000+ association publications



1 Million+ ad campaigns launched



150,000+ business have used our solutions



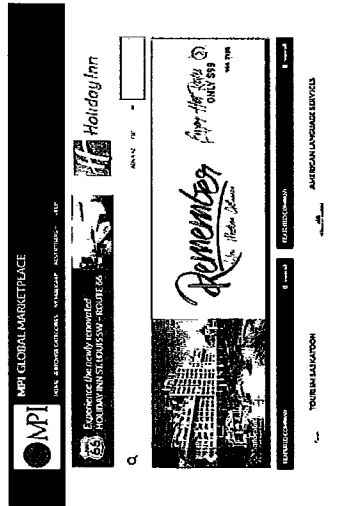
400,000+ custom ads created

The #1 B2B Digital Publishing
company to associations

MultiView's Story

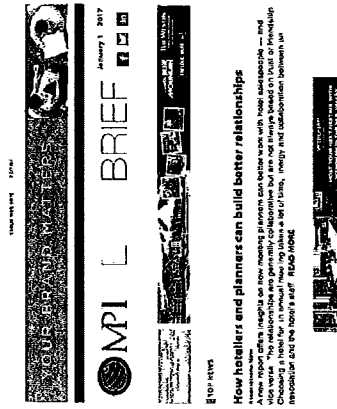
20-Year History of B2B Innovation

Buyers Guides



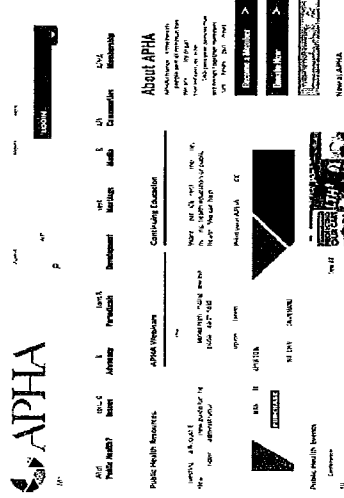
2001

Email News Briefs



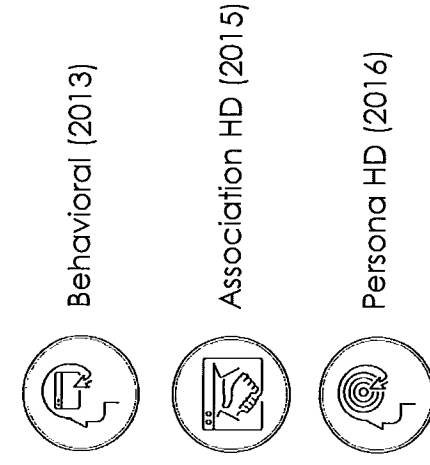
2008

Association Advertising



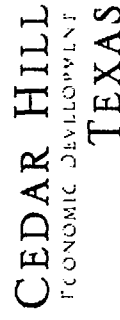
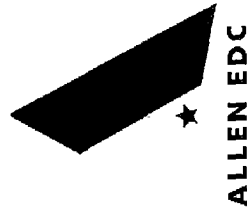
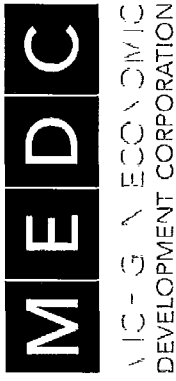
2010

Programmatic



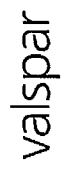
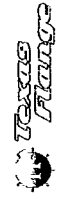
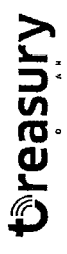
Connecting B2B Buyers and Sellers is in Our DNA

Trusted by these Economic Development Agencies



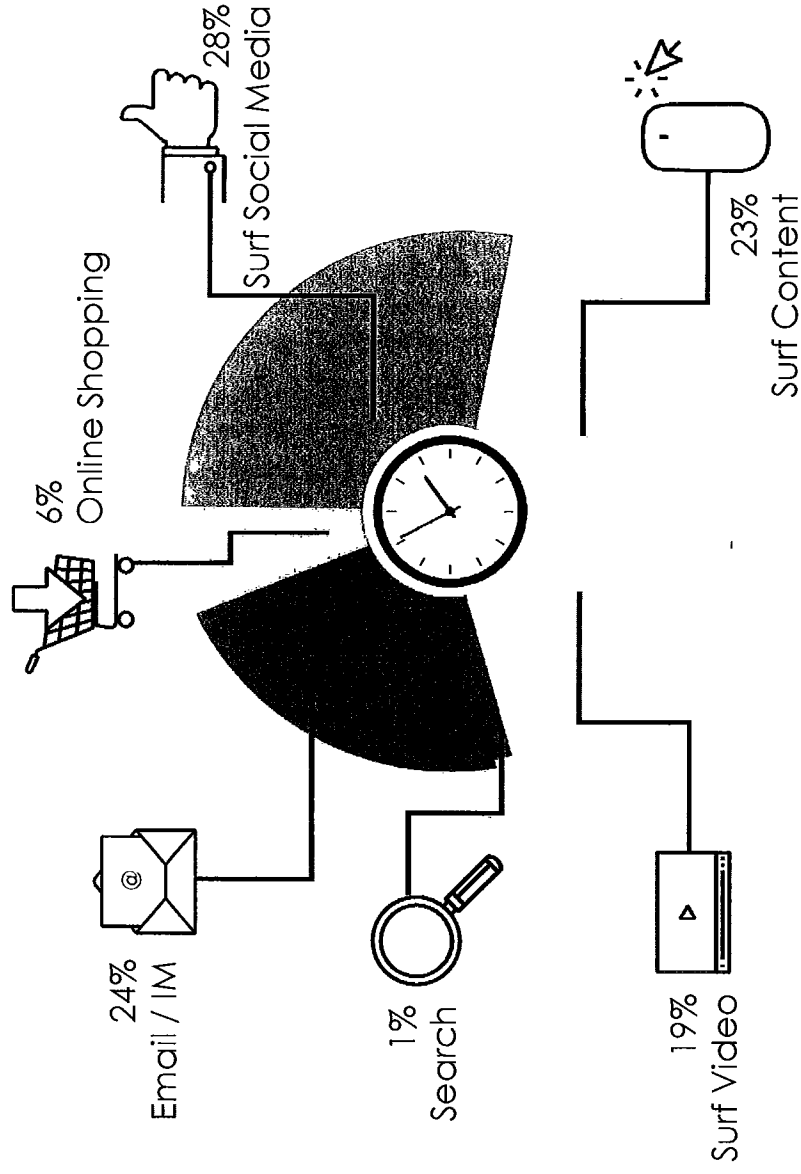
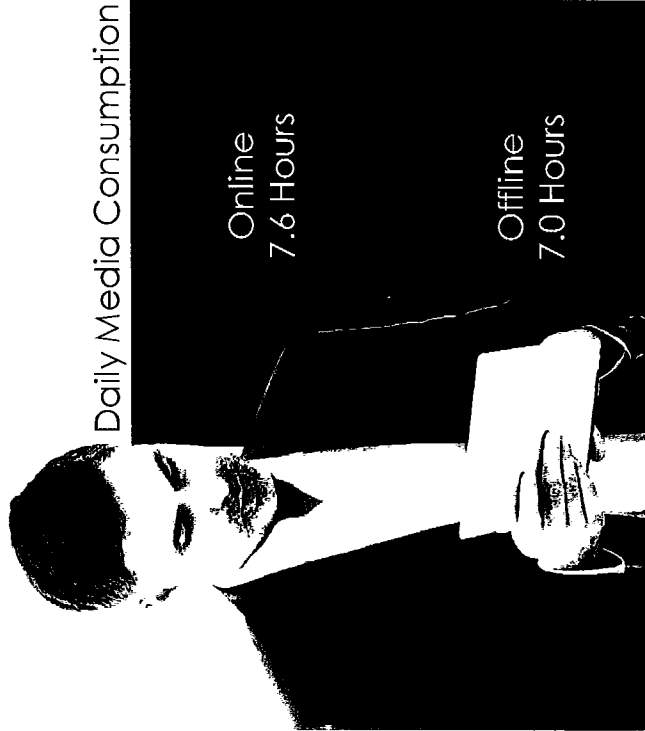
Multiview has worked with over 70 EDO's from across North America

 MULTIVIEW



Trusted by these leading B2B brands and thousands more

The Digital Customer



49% of Digital Media Consumption is Through Mobile Devices

What if you could build targeted awareness with...



people that **share traits** common to your business



people **searching** for your types of products and services



people **researching** your competitors



people **at or near** a trade show or conference



people who **leave** your website



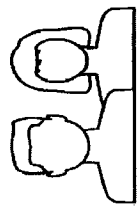
people in your database -- your **hot leads** and customers

...and **lift** the effectiveness of all your marketing

How Persona Works

We deliver a custom data-driven campaign

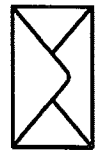
Analyze Your Data



Website Data























CRM Data (optional)



Mailing Lists (optional)

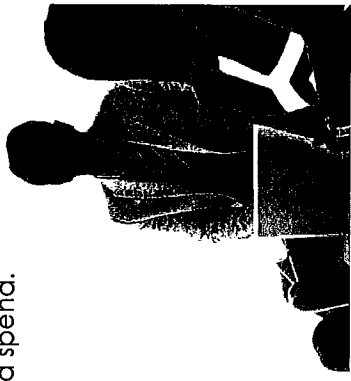
Leverage Our Data Network

 Career SVCs	 Ownership Type	 Title	 Business Years	 Industry
 Position	 Systems	 B2B Purchaser	 Electronics	 Job Level
 Geo-Location	 Consumer Goods	 Revenue	 Social	 Industry Growth
 Supply Chain	 Logistics	 Predictive Signals	 Tech Utilized	 AOR

Build Highly Targeted Personas

We build your clients' custom HD audiences by layering only relevant data attributes. So instead of targeting an entire group, we include only those within the group that matter to your clients.

Your clients build their brands with qualified, top-of-funnel web traffic and reduce wasted ad spend.



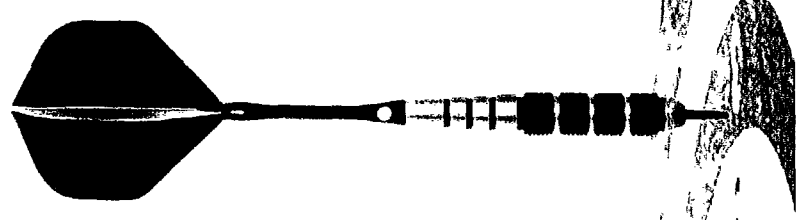
Persona Targeting Example

Developing the Ultimate Buyer Persona

Education Professionals

HD Audience:

21,910,000



Persona Targeting Example

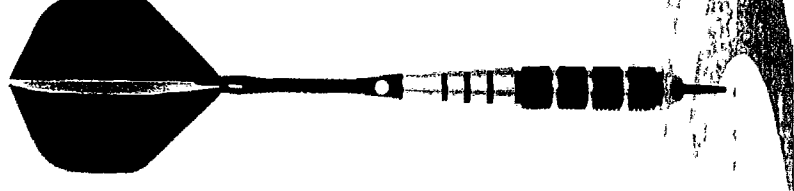
Developing the Ultimate Buyer Persona

Education Professionals

1,000+ Students

HD Audience:

12,125,000



Persona Targeting Example

Developing the Ultimate Buyer Persona

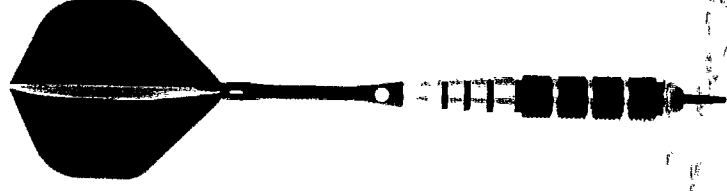
Education Professionals

1,000+ Students

North America

HD Audience:

560,000



Persona Targeting Example

Developing the Ultimate Buyer Persona

Education Professionals

1,000+ Students

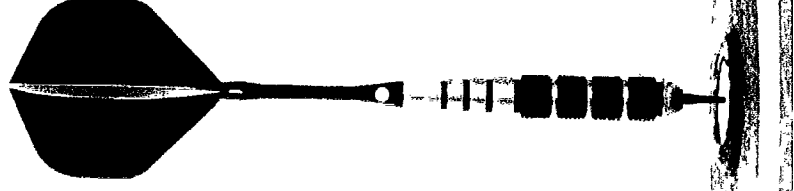
North America

Principals

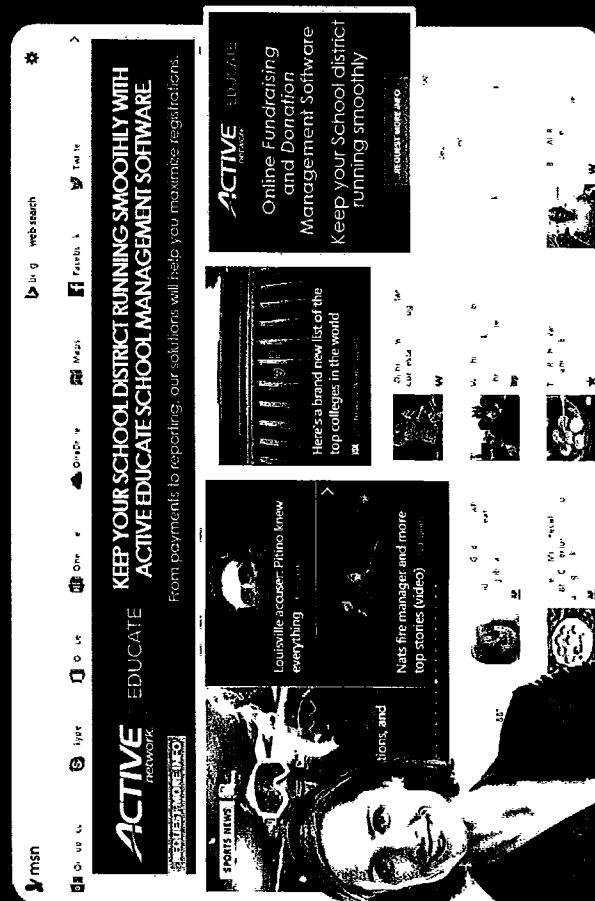
HD Audience:

12,360

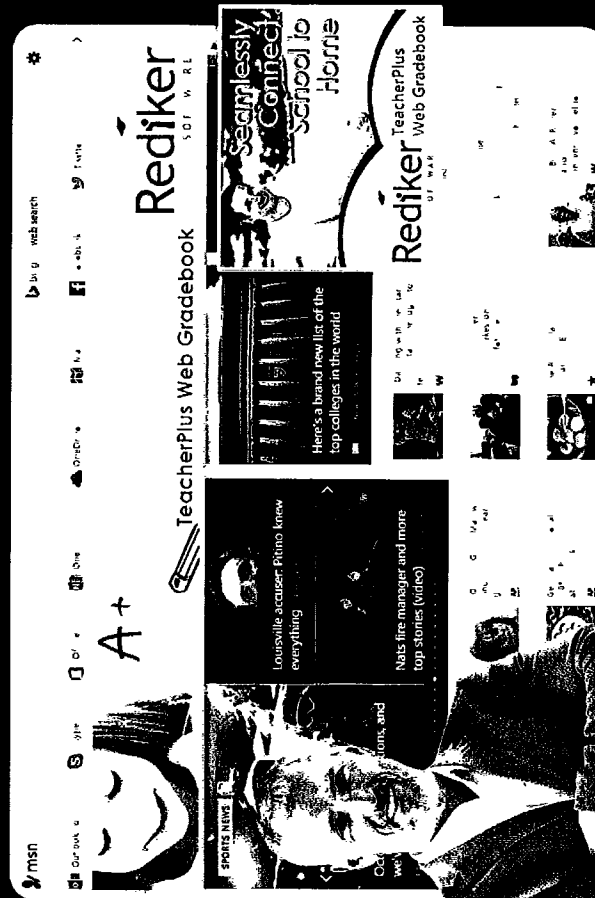
- Highly defined audience
- Targeted top-of-funnel
- Highly relevant messaging
- Efficient ad spend
- Increased brand awareness



The Right Ad for the Right Person on the Right Site at the Right Time

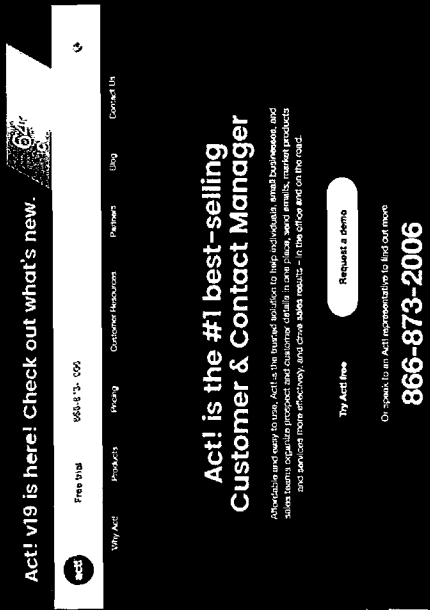


Jennifer, a Superintendent for a large independent school district notices ads for school management software.



Hugo, a school Principal in the same district sees ads for teacher-student software on the same website as Jennifer.

Behavioral Targeting Site Retargeting



Act! v19 is here! Check out what's new.

Free trial 866-873-2006

Why Act! Products Pricing Customer Success Partners Us Contact Us

Act! is the #1 best-selling Customer & Contact Manager

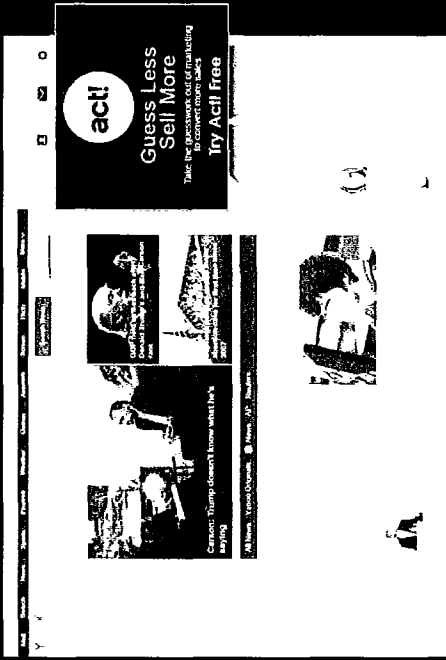
Whether you need to run Act! in the field, you need to help individuals, small businesses, and sales teams, or you need to manage a large number of sales, you need a powerful, flexible, and easy-to-use CRM that can help you manage your sales pipeline, track leads, and manage your customer relationships. Act! is the #1 best-selling CRM in the world, and it's the only CRM that can help you manage your sales pipeline, track leads, and manage your customer relationships. Act! is the #1 best-selling CRM in the world, and it's the only CRM that can help you manage your sales pipeline, track leads, and manage your customer relationships.

Try Act! free

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866-873-2006

act!

Guess Less Sell More
Take the guesswork out of marketing by converting more sales.
Try Act! Free

Call now: Turning doesn't know what for's
Call now: 866-873-2006

Call now: 866-873-2006

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- Stay top-of-mind with the 98% that leave your website without taking action
- Influence the buying journey and bring prospects back when they are ready to buy
- Improve ROI from all the marketing tactics that drive people to your site



Behavioral Targeting

Search Retargeting & Competitor Conquesting

93% of purchases start with online research!

- Target prospects whose searches indicate buying behavior
- Reach prospects evaluating your competitors
- Build brand awareness on the sites they visit every day [**98% of time online is surf not search**]
- Stand out with ad creative customized for those with buyer intent
- Compliment and lift your paid search efforts



Industry keywords

Products and solutions

Industry news and trends

Industry blogs and events



Competitor name searches

Competitor URL entry

Competitor product and services

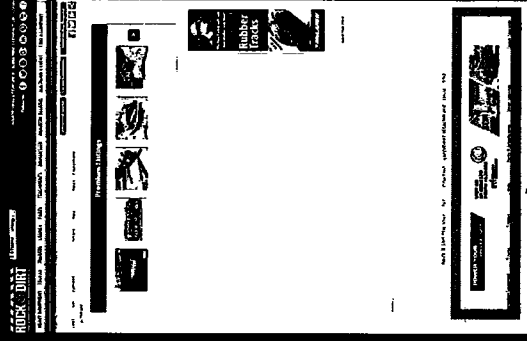
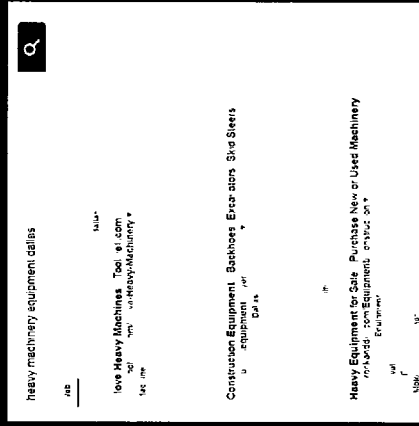
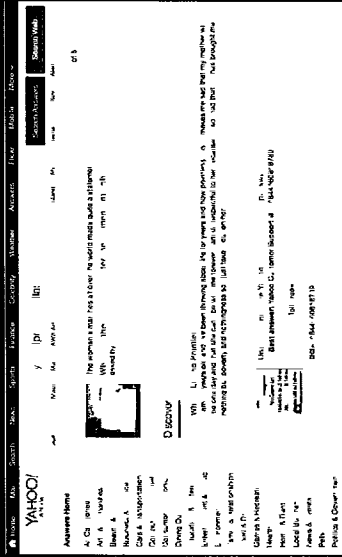
Competitor paid search keywords

Supplier guides and directories



Sector Targeting

How It Works



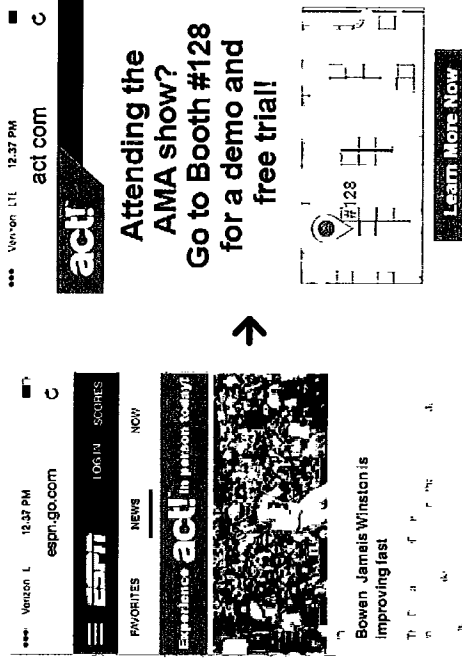
- Use industry-specific site targeting, categorization and reader behavior to present your brand/products in the right context within your industry
- Target by: Site, Site Context, Site Usage and Audience Intent (via Readership)
- Target On: Pre-categorized industry sites



Geo-Targeting / Event Targeting

- Reach mobile prospects in proximity of a business or show
- Use custom ad creative that builds awareness and drives prospects to take action
- Create a custom landing page with relevant details.**
- Increase booth traffic and ROI at shows your clients attend – or – create awareness at shows your clients don't attend

Geo-Fence around Convention Center



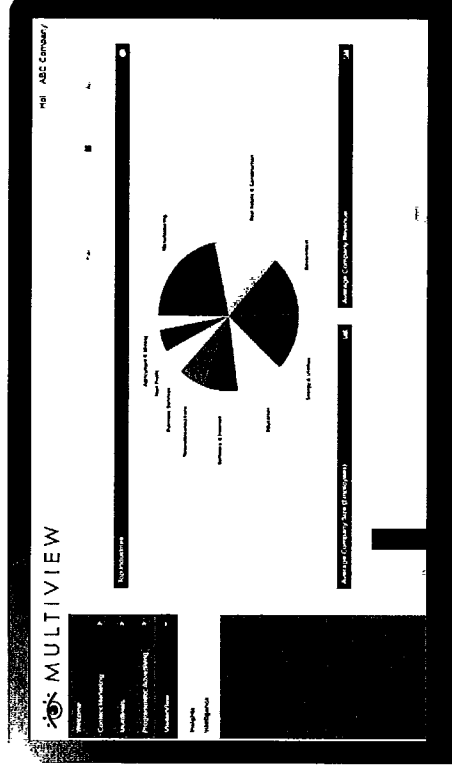
Geo-targeted display performs at 2X the industry average*

*Source: Search Engine Land, Feb 2015. **Dependent on budget – minimum spend required

Visitor Insights

Gain demographic insights on the companies visiting your website*

- Details include:
 - Company Name
 - Location
 - Industry
 - Size – Revenue & Employees
 - Website URL
 - Pages Viewed
- Improve your content and search strategies by understanding where your web traffic comes from and content they view

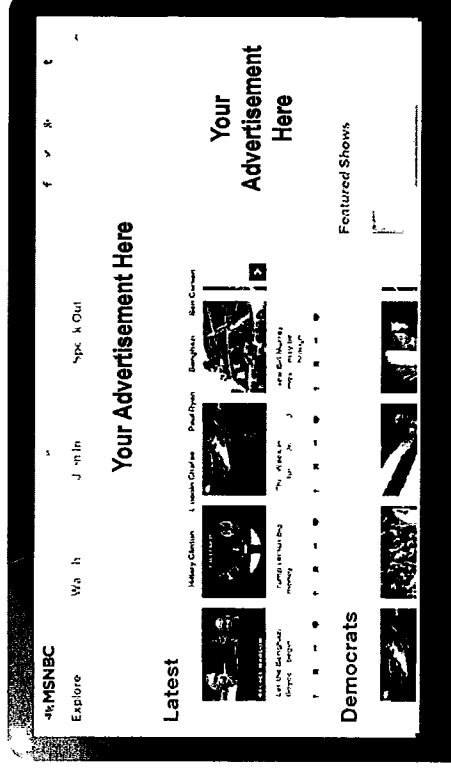


*Insights only available for a portion of your traffic due to visits from mobile devices, ISPs etc, which are not specific to your company

Company Targeting

Reach prospects at the companies that matter most to you

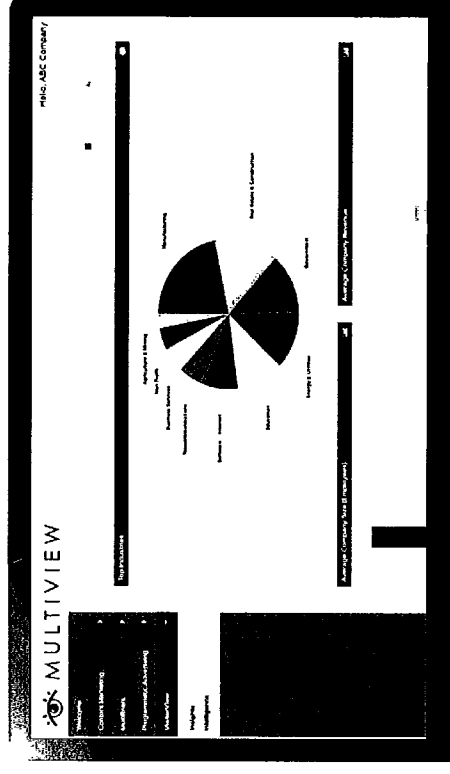
- Display your ads to people at specific companies of interest on the sites they visit most
- Engage decision-makers with relevant messaging and ad creative for that company



CRM Data Onboarding

Harness your CRM data* to advertise directly to your best prospects including: hot leads, current customers, past customers, trade show leads, whitepaper downloads and more.

- Match your CRM data and email addresses against our proprietary data set and identify your audience by UID as they surf the web and display your ad
- Engage your audience with custom ads for each audience segment on the sites they visit every day
- Lift the effectiveness of your other marketing initiatives by integrating display campaigns that build awareness and reinforce your messages



Extensive Reach via Top Ad Exchanges



appnexus



doubleclick
ad exchange

SAY



OpenX

PubMatic

INDEX
EXCHANGE



Microsoft Advertising Exchange

mopub



rubicon
PROJECT

Adblade

centro
BRAND EXCHANGE

YAHOO!
AD EXCHANGE

hi-media

criteo



sonobi

Dr. Loretta

SHOP NOW ▶

For instant glow
AGE CHANGE
EYE
and smoother skin

3DICAD RENDERS

Our free online 3D drawing and CAD renderings is the perfect tool for your next SketchUp download and incorporate them into your designs

Get Started

MEET AC

ATLANTIC CITY CONVENTION & GROUP SALES

THE ACTIVE WORLDS BEST CHAIR DISCOVER MORE »

CLICK TO JOIN US AT THE 2016 MPI WEC

HARRAH'S WATERFRONT CONFERENCE CENTER

- In-House Creative Agency**
- Professional Art Directors design eye-catching ads that stand out
 - IAB standard sizes for visitors from web, tablet & mobile devices
 - Ad updates included for life of campaign
 - Ownership of the creative so you can use it in other places

HAIL JUST FROZE OVER

Now what? Pick up the pieces and GET A FREE ROOF INSPECTION

Mastercraft Estimators

An A+ Rated Roofing Company.

TitleTec a Safaria Company

TITLETEC

CROWN HOLDINGS THE SMARTEST WAY TO TITLE & REGISTER MOTOR VEHICLES

www.titletec.com | 800-455-7469

HIBICLENS

The fight against infection begins at home.

xantrex

TAKE HOME — ON THE ROAD

INVERTERS THAT DRIVE YOU TO BETTER TRUCKS

EVANS DISPATCH II

Find out why meetings in Seattle break attendance records.

Plan your meeting

visit seattle

Washington State Convention Center

What Makes a Good Ad?

You have a 3-5 second window to capture your audience's attention. Here are some basic guidelines of what your creative should include to maintain relevancy with your target audience.

Your creative should say:

- Who you are
- What product or service you offer
- Why it matters

Creative Assets:

Logo, images, colors, fonts, branding, guidelines, etc.

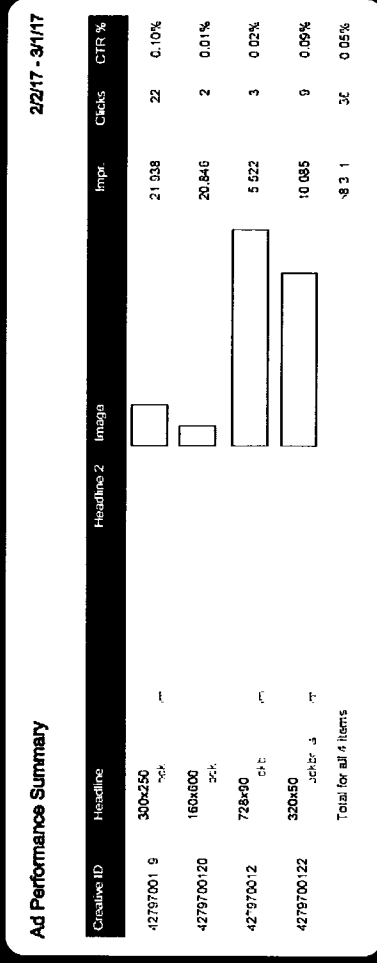
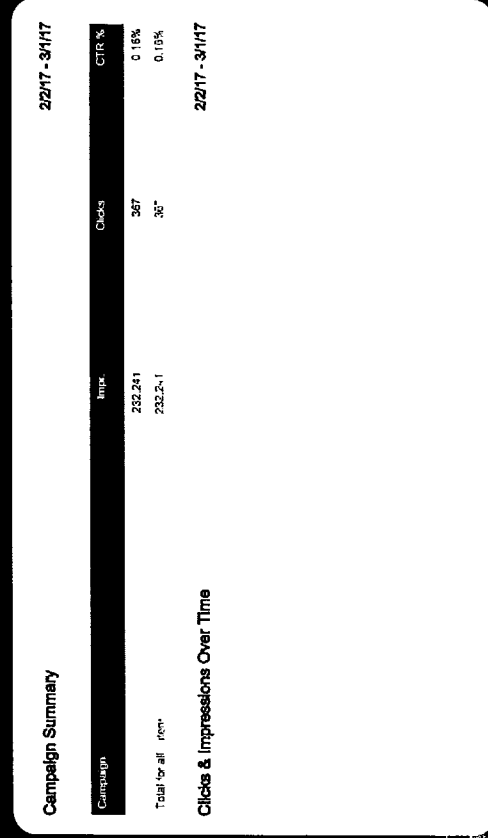
Leaderboard 728 x 90

Mobile App 320 x 50

Medium Square
300 x 250

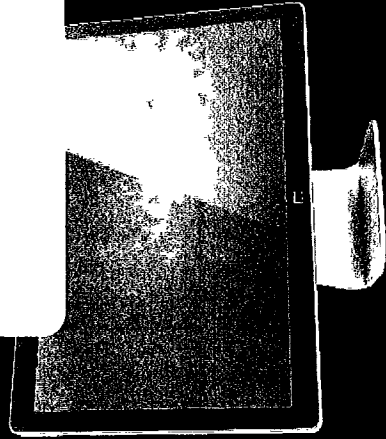
Skyscraper
160 x 600

Reports, Insights & Optimizations



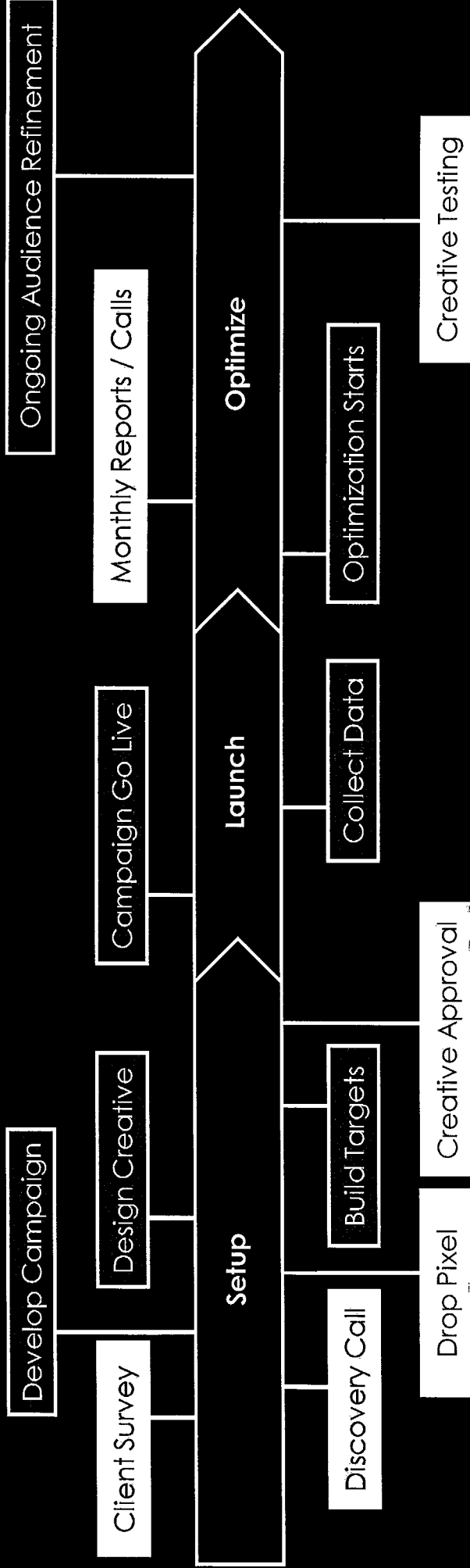
Your Account Management team provides:

- Detailed analytics on impressions, clicks, influence and more
- Campaign breakdowns based on ad type and device
- Optimizations [keywords, ad creative, etc.] to improve results



What to Expect With Our Fully Managed Service

Our account management team consists of account managers, data analysts & art directors that develop your custom campaign, provide audience insights and regularly optimize each element to achieve your objectives.



Market Leading Results

Professional Services

I have peace of mind knowing my marketing dollars are not being wasted on the wrong audience.

Brandon Moxam
Director of Brand
Development
U.S Lawns

Manufacturing

[The Targeted Campaign has] driven qualified/interested visitors to our site. Our conversions are the highest they have ever been

Phil Yetman
Global Marketing Manager
Evans Consoles Corporation

Retail

MultiView's outstanding follow up and knowledge of their business has given me confidence in their competency, and a good sense that I am getting a good value for the investment made

Don Larose,
SVP Franchise Development,
Express Oil Change LLC

Healthcare

The Targeted Campaign validates our stature as an industry leader by putting our brand in front of decision makers in places they don't expect to see it

Small Business
Health Care Company

Aerospace

The quality of the visits we have received from MultiView have been better than our average. We also enjoy the lead reports that are generated, which allow us to see the behavior of different visitors

Medium Enterprise
Construction Co.

Automotive

We have had greater phone and web traffic [as a result of the Targeted Campaign]

Small Business Automotive & Transport Company

Technology

MultiView's Targeted Campaign increased website traffic and inquires for further information

Small Business
Computer Software Company

Chemicals

The main benefit of the Targeted Campaign would be access to a knowledgeable digital marketing team that seems focused on our success through this process

Small Business
Chemicals Company



 MULTIVIEW

Thank you!

Multiview connects brands to their audiences through digital media.

Talking to the right people makes all the difference in how well your marketing works. Luckily, that's what digital advertising does best.

With a combination of deep data, advanced technology, custom creative, ongoing optimization and detailed reporting, your campaign will put your message in front of just the right people in just the right stage of their buying journey. We'll leverage these tools and more to connect you with potential buyers and achieve the objectives below.

CUSTOMIZED DIGITAL ADVERTISING PROPOSAL DEVELOPED FOR:



Our campaigns are designed to help you achieve the following goals:

- 1- Reach and influence key professionals with tailored messages as they navigate the internet
- 2- Target the prospects who are actively researching your solutions, your direct competitors or reading content relevant to your solutions
- 3- Increase your website traffic with high-quality audience.

To accomplish this, we use a customized strategy using several different audience targeting techniques.

ASSOCIATION AFFINITY

Multiview proudly serves the B2B community by providing the following services:

Full-Service Digital Publishing For Associations

We provide advertising services to our 1,200+ professional and trade association partners, designing and publishing 2,100+ digital publications

Turn-Key Targeted Advertising

We are a turn-key provider of digital advertising services for B2B brands, encompassing programmatic, paid search, paid social media, in-feed native advertising and more

Customized Content Marketing

We craft fully customized content marketing pieces and curate industry-relevant articles that resonate with buyers, positioning our clients as thought leaders within their industry

ASSOCIATION AFFINITY

As the **largest digital publisher for associations**, Multiview offers brands unique advertising access into our portfolio of highly respected association publications and communications. We're experts in B2B and are proud to deliver 1.8T ad impressions annually on behalf of our clients and to have achieved **Google Premier Partner** status, which is the highest advertising partnership level offered. Our portfolio of **association-based** digital marketing solutions covers more than **30 industry verticals** and reaches more than **10 million business professionals** within the proper content and context.

BUDGET EFFICIENCY

By leveraging Multiview's more than **1,200 association partnerships and digital publications**, your advertisement will appear in the **right place**, at the **right time** and in front of the **right audience**.

No more spending to reach buyers outside of your target audience.

We make every marketing dollar count.



Content Marketing



Programmatic Display

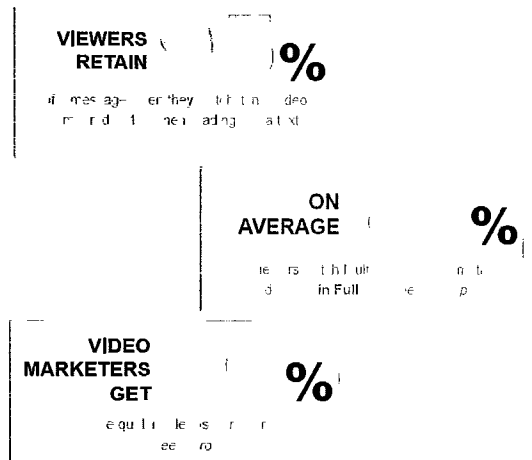
Display banners are the most common and most familiar type of digital advertising. They have the furthest reach of all programmatic delivery methods and are visible on millions of websites and apps.

Programmatic Video

Video ads are audio-visuals that are much more effective at describing concepts or displaying a products functionality. Videos can deliver connection and messaging, with the capacity to evoke emotions that drive action.

Relevant, work-related videos can drive senior executives to take action.

Overall, 65% have visited a vendor's website after watching a video and 39% called a vendor.



Connected TV

Targeted commercials to your audience on their smart tv platforms.

Connected TV allows you to target your audience using a mix of keywords, context, demographics, online behaviors, physical locations, etc. and show your ads directly to your target customer on their smart TV devices.

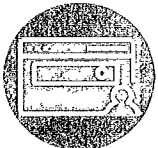


TARGETING TACTICS

Multiview's programmatic advertising suite includes a variety of audience targeting techniques, with each technique offering its own unique advantages. Your account management team will make tactical recommendations on which techniques to utilize to best suit the campaign objectives.



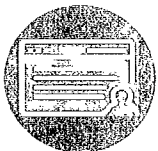
Persona Targeting Leverage our 1st-party data, combined with look-alike attributes, to target users based on their personas. We have access to multiple data points, including company size, revenue, education level, geography, etc.



Behavioral Targeting Identify key professionals in your industry based on their behavior profile. A user's behavior profile is made up of three things: search history, content consumed, and browsing history.



CRM Onboarding Serve targeted ads to clients and prospects in your CRM. Segmented by online behavior, offline interactions with your company, past purchases, and other data, these ads deliver impactful and relevant messages to clients and prospects in various phases of the buyer's journey.



Company Targeting Match the IP address of specific companies you want to target and show your ads exclusively to those target companies.



Site Retargeting Reach prospects after they leave your website, displaying your message to them on the sites they visit across the web. Site visitors retargeted with display ads are 70% more likely to convert on your website. (*CMO.com*)



Geo Fencing Digitally capture key audiences within specific physical locations, serving ads to them during and up to 30 days after their visit.

YOUR EXPERT TEAM

Multiview's enterprise-level team members are committed to developing your campaign, providing audience insight and regularly optimizing each element of your strategy to help you achieve your campaign objectives.

MULTIVIEW BECOMES AN EXTENSION OF YOUR MARKETING TEAM.

ACCOUNT MANAGEMENT

Your dedicated Account Manager will ensure campaign success across all Multiview advertising efforts, coordinate communication between our teams, and conduct monthly reporting calls.

DATA EXPERTS

Our data team consists of a Data Analyst and a Google Analytics expert to gain insight into market trends and marketing results, as well as a Technical Implementation Specialist to help ensure on-site trackability.

ART DIRECTOR

Our professional art directors have years of experience creating digital ads that convey the right message through carefully-chosen words and engaging design.

REPORTING & ANALYTICS

REPORTING PORTAL

You will have access to an online reporting portal, which provides detailed analytics on impressions, clicks, influence, devices, view-throughs and more. Your portal is completely customizable and additional tracking requests can be provided to monitor engagement with websites, branded content, collateral downloads, etc.



Visiting Companies

Company Name	Page(s)	Area(s)	Phone	Address
--------------	---------	---------	-------	---------

VISITORVIEW REPORTING

A tool designed to show you the companies visiting your website. This reporting allows you to gain firmographic* insights on the companies visiting your website.

(*Insights only available for a portion of your traffic due to visits from mobile devices, ISPs, etc. which are not company specific.)

We are confident in our ability to reach your niche audience, delivering impactful and engaging messaging. The selected strategy below was developed with a focus on increasing your digital presence while boosting visibility in order to drive awareness and maximize reach.

Pricing Recommendation:

Strategy	Impressions	Price	Duration
Programmatic Display	1,125,000 impressions	\$18,000	12 months

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 7, 2021
Reports & Recommendations	MODIFY THE CURRENT SCHEDULE FOR FRANKLIN RESIDENTIAL BRUSH DROP-OFF AND RECYCLING CENTER AT 7979 W. RYAN ROAD TO OPERATE ONLY ON TUESDAYS AND THURSDAYS	ITEM NO. G.9.

BACKGROUND

The City of Franklin provides a location for drop-off of recycling materials and yard waste at the Department of Public Works (DPW) yard located at 7979 W. Ryan Road. In September 2021, DPW temporarily closed the site and ceased other routine activities so that full attention could be focused on road maintenance issues. This effort was successful in that three years of crack sealing efforts were caught up, promised yard pipes on S. North Cape were completed, many roadside ditching efforts throughout the City were completed, and several other backlogged activities were accomplished.

For the recycling and brush drop off services, residents were directed to go to the Waste Management Metro Landfill, 12200 W. South County Line Road that offers the same services. The Metro site is open Mondays, Wednesdays and Fridays from 8 a.m. to 4 p.m.; Saturdays from 7 a.m. to 3 p.m.; and closed Tuesdays and Thursdays.

Staff observed that closing the DPW site saved approximately 10 hours of Staff time each week. More importantly, the 10 hours usually spent are sporadic throughout the week and often interrupts and prevents total focus on other tasks.

There was about a dozen resident complaints concerning the restriction in hours. Overall, residents have been very cooperative in driving the extra 5 miles. There were far more complaints when Saturday hours were dropped.

To assist in the progress for road and right-of-way maintenance, DPW is proposing that some changes to normal hours be implemented when the recycling site opens again in January.

ANALYSIS

Staff proposes that the DPW site remain closed while the Metro site is open and only open the DPW site two days per week when the Metro Landfill site is closed- Tuesdays and Thursdays.

Note that the proposed expansion of the DPW facility currently includes a larger recycling and brush drop-off site that may be open to residents 24/7 and allow more manageable Staff commitments. Other communities have successfully developed a system with gates activated by cards given to residents and monitored with cameras to monitor activities and violations.

OPTIONS

Regular DPW Site hours may be set at the will of the Common Council.

FISCAL NOTE

There are negative fiscal impacts to the operating budget.

There was been much discussion during the budget process that DPW staff is asked to perform twice the amount of work as they are given resources. Approval of this proposal will allow Staff to focus on other maintenance activities.

RECOMMENDATION

Direct Staff to modify the current schedule for Franklin Residential Brush Drop-Off and Recycling Center at 7979 W. Ryan Road to operate only on Tuesdays and Thursdays.

Engineering Department: GEM

Blank Page

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 7, 2021
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO PURCHASE 0.1767 ACRES FROM PAYNE AND DOLAN, INC. FOR THE S. 51ST STREET AND W. DREXEL AVENUE INTERSECTION PROJECT FOR A NOT TO EXCEED AMOUNT OF \$16,000	ITEM NUMBER G.10.

BACKGROUND

On January 8, 2019, Common Council “directed staff to initiate land acquisition process, and proceed to finalize plans and solicit contractors per compliance with applicable public works bidding requirements for the S 51st Street and W. Drexel Avenue Intersection Project...”

The construction of the roundabout intersection has been completed and land acquisition is now ready for closing.

ANALYSIS

Payne and Dolan, Inc. owns the land on the northwest corner of the roundabout project. The attached warranty deed represents 0.0353 acres + 0.0097 acres + 0.1317 acres = 0.1767 acres needed for the permanent land acquisition. These parcels are depicted in Exhibits A and B.

The purchase price is \$13,800 and additional is included to credit the seller \$1,267.70 for taxes in 2020 and 2021. Other standard closing expenses are expected to bring the total cost to less than \$16,000.

FISCAL NOTE

This expenditure has been anticipated and encumbered since 2019.

OPTIONS

Approve or Deny.

RECOMMENDATION

Resolution 2021-_____ a resolution to purchase 0.1767 acres from Payne and Dolan, Inc. for the S. 51st Street and W. Drexel Avenue intersection project for a not to exceed amount of \$16,000.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021- _____

RESOLUTION TO PURCHASE 0.1767 ACRES FROM PAYNE AND DOLAN, INC.
FOR THE S. 51ST STREET AND W. DREXEL AVENUE INTERSECTION PROJECT
FOR A NOT TO EXCEED AMOUNT OF \$16,000

WHEREAS, the City of Franklin reconstructed of the intersection of S. 51st Street and W. Drexel Avenue from a controlled all-way stop to a roundabout; and

WHEREAS, additional land was needed to accommodate the additional pavement and sidewalks on the northwest corner; and

WHEREAS, Payne and Dolan, Inc. is the owner of the land on the northwest corner of the intersection; and

WHEREAS, Payne and Dolan, Inc was very accommodating with the City during the construction.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that 0.1767 acres of land be purchased from Payne And Dolan, Inc. for a total cost not to exceed \$16,000.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute a warranty deed for the purchase on behalf of the City.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Payne & Dolan, Inc., a Wisconsin Corporation

("Grantor," whether one or more), and the City of Franklin, a Wisconsin municipal corporation

("Grantee," whether one or more)

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum)

SEE ATTACHED EXHIBIT A & B

Address for Information Only: 5214 W. Drexel Ave, Franklin, Wisconsin and 7877 S. 51st Street, Franklin, Wisconsin

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except **Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, and general taxes levied in the year of closing and will warrant and defend the same.**

THIS TRANSFER IS EXEMPT FROM FEE UNDER WIS. STAT. § 77.25(2g).

Dated _____

PAYNE & DOLAN, INC.

(SEAL) _____ (SEAL)

* _____ ***Mark E. Filmanowicz, President** _____

(SEAL) _____ (SEAL)

* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF _____)

authenticated on _____

_____) ss
_____ COUNTY)

* _____

Personally came before me on _____,
the above-named _____

TITLE MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis Stat § 706.06)

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same

THIS INSTRUMENT DRAFTED BY
Brian C. Sajdak, Assistant City Attorney (SBN 1027287)
Wesolowski, Reidenbach & Sajdak, SC

* _____
Notary Public, State of _____
My commission (is permanent) (expires _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO 1-2003

*Type name below signatures

INFO-PRO™ Legal Forms • (800)655-2021 • infoforms.com

Recording Area

Name and Return Address

Brian C. Sajdak
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St
Franklin, WI 53132

Portion of 7899997000 and 7899999000

Parcel Identification Number (PIN)

This is not homestead property
(is) (is not)

EXHIBIT A

Known as 5214 W Drexel Avenue, in the City of Franklin, Milwaukee County, Wisconsin.

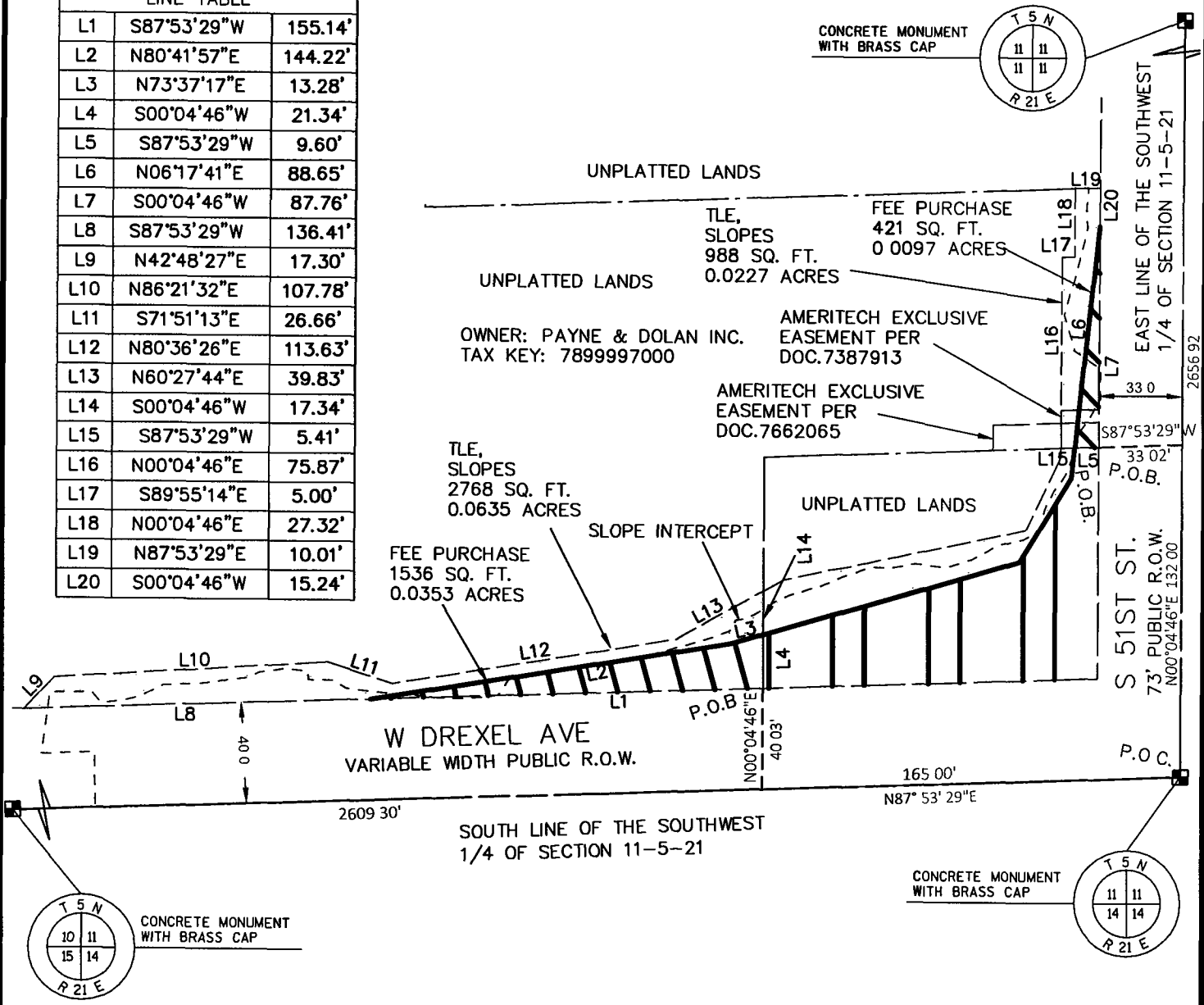
Part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 5 North, Range 21 East.

February 1, 2019

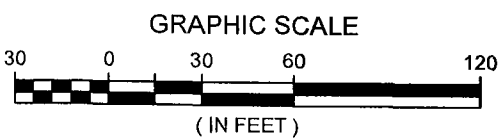
City of Franklin

Survey No.167663-JJS

LINE TABLE		
L1	S87°53'29"W	155.14'
L2	N80°41'57"E	144.22'
L3	N73°37'17"E	13.28'
L4	S00°04'46"W	21.34'
L5	S87°53'29"W	9.60'
L6	N06°17'41"E	88.65'
L7	S00°04'46"W	87.76'
L8	S87°53'29"W	136.41'
L9	N42°48'27"E	17.30'
L10	N86°21'32"E	107.78'
L11	S71°51'13"E	26.66'
L12	N80°36'26"E	113.63'
L13	N60°27'44"E	39.83'
L14	S00°04'46"W	17.34'
L15	S87°53'29"W	5.41'
L16	N00°04'46"E	75.87'
L17	S89°55'14"E	5.00'
L18	N00°04'46"E	27.32'
L19	N87°53'29"E	10.01'
L20	S00°04'46"W	15.24'



SYMBOLS AND ABBREVIATIONS	
	SECTION CORNER
TLE	TEMPORARY LIMITED EASEMENT



Smith
CREATIVITY BEYOND ENGINEERING

16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
fsmith.com

EXHIBIT A

Known as 5214 W Drexel Avenue, in the City of Franklin, Milwaukee County, Wisconsin.

Fee Title in Part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 5 North, Range 21 East, bounded and described as follows.

Commencing at the Southeast corner of said Southwest 1/4 Section; thence South 87°53'29" West along the South line of said Southwest 1/4 Section 165.00 feet to a point; thence North 00°04'46" East 40.03 feet to a point on the North line of W Drexel Avenue and the point of beginning of lands to be described; thence South 87°53'29" West along said North line 155.14 feet to a point; thence North 80°41'57" East 144.22 feet to a point; thence North 73°37'17" East 13.28 feet to a point; thence South 00°04'46" West 21.34 feet to the point of beginning.

Containing 1536 square feet or 0.0353 acres.

Also,

Fee Title in Part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 5 North, Range 21 East, bounded and described as follows:

Commencing at the Southeast corner of said Southwest 1/4 Section; thence North 00°04'46" East along the East line of said Southwest 1/4 Section 132.00 feet to a point; thence South 87°53'29" West 33.02 feet to a point on the West line of South 51st Street and the point of beginning of lands to be described; thence continuing South 87°53'29" West 9.60 feet to a point; thence North 06°17'41" East 88.65 feet to a point on the West line of South 51st Street; thence South 00°04'46" West along said West line 87.76 feet to the point of beginning.

Containing 421 square feet or 0.0097 acres.

February 1, 2019

City of Franklin

Survey No.167663-JJS



16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000

rasmith.com

EXHIBIT B

Known as 7877 S 51st Street, in the City of Franklin, Milwaukee County, Wisconsin.

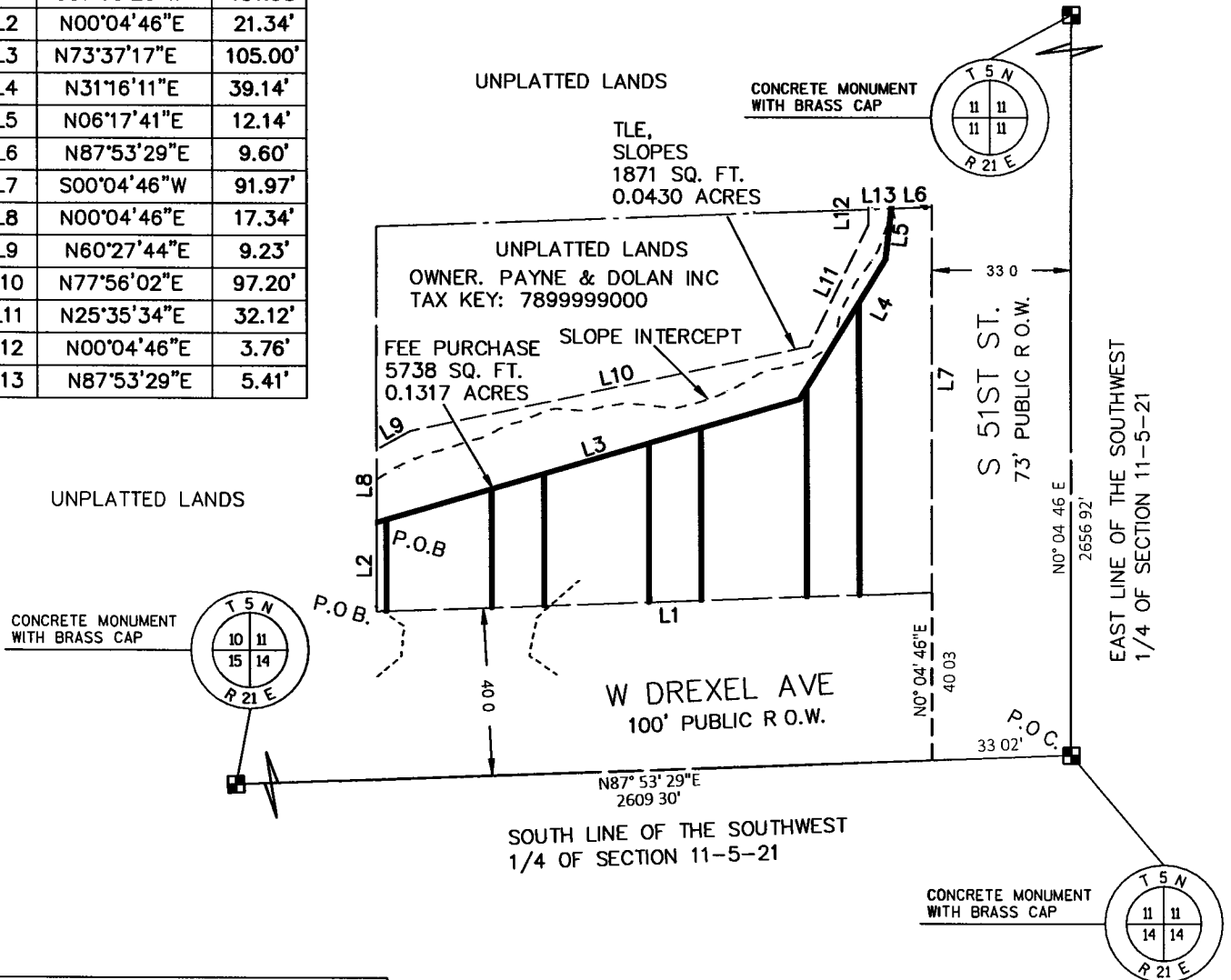
Part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 5 North, Range 21 East.

February 1, 2019

City of Franklin

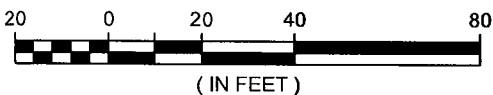
Survey No 167663-JJS

LINE TABLE		
L1	S87°53'29"W	131.98'
L2	N00°04'46"E	21.34'
L3	N73°37'17"E	105.00'
L4	N31°16'11"E	39.14'
L5	N06°17'41"E	12.14'
L6	N87°53'29"E	9.60'
L7	S00°04'46"W	91.97'
L8	N00°04'46"E	17.34'
L9	N60°27'44"E	9.23'
L10	N77°56'02"E	97.20'
L11	N25°35'34"E	32.12'
L12	N00°04'46"E	3.76'
L13	N87°53'29"E	5.41'



SYMBOLS AND ABBREVIATIONS	
■	SECTION CORNER
TLE	TEMPORARY LIMITED EASEMENT

GRAPHIC SCALE



Smith

16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781 1000

EXHIBIT B

Known as 7877 S 51st Street, in the City of Franklin, Milwaukee County, Wisconsin

Fee Title in part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 5 North, Range 21 East, bounded and described as follows:

Commencing at the Southeast corner of said Southwest 1/4 Section; thence South 87°53'29" West along the South line of said Southwest 1/4 Section 33.02 feet to a point on the southerly extension of the west line of South 51st Street; thence North 00°04'46" East along said extension 40.03 feet to a point on the North line of W Drexel Avenue and the point of beginning of lands to be described; thence South 87°53'29" West along said North line of West Drexel Avenue 131.98 feet to a point; thence North 00°04'46" East 21.34 feet to a point; thence North 73°37'17" East 105.00 feet to a point; thence North 31°16'11" East 39.14 feet to a point; thence North 06°17'41" East 12.14 feet to a point; thence North 87°53'29" East 9.60 feet to a point on the West line of South 51st Street; thence South 00°04'46" West along said West line of South 51st Street 91.97 feet to a point on the North line of West Drexel Avenue and the point of beginning.

Containing 5738 square feet or 0.1317 acres.

February 1, 2019

City of Franklin

Survey No.167663-JJS



16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781 1000

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>December 7, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute an Acknowledgment of Collateral Assignment of Development Agreement from Oakwood Industrial LLC to Associated Bank, National Association</p>	<p>ITEM NUMBER</p> <p>G.11.</p>

A copy of the above-entitled draft resolution is annexed hereto. Also annexed hereto is a copy of the Collateral Assignment of Development Agreement from Oakwood Industrial LLC to Associated Bank, National Association.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Acknowledgment of Collateral Assignment of Development Agreement from Oakwood Industrial LLC to Associated Bank, National Association.



COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (“Assignment”) is made as of December __, 2021 by OAKWOOD INDUSTRIAL LLC, a Wisconsin limited liability company (“Borrower”) in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION (“Lender”)

RECITALS

A Pursuant to a Loan Agreement between Lender and Borrower of the same date as this Assignment (the “Loan Agreement”), Lender has agreed to make a loan to Borrower in the principal amount of amount of \$14,752,500.00 (the “Loan”) The Loan is evidenced by a Mortgage Note executed by Borrower in favor of Lender (the “Note”) and secured by (1) a first priority Mortgage executed by Borrower in favor of Lender (the “Mortgage”) encumbering the real property described on the attached Exhibit A (the “Property”), and (2) other related documents (collectively with the Loan Agreement, the Note, and the Mortgage, and as they may be amended, modified, supplemented restated or replaced from time to time, the “Loan Documents”)

B Borrower and the City of Franklin, Wisconsin (the “City”) have entered into a Development Agreement dated November 19, 2021, a copy of which is attached to this Assignment as Exhibit B (the “Development Agreement”), pertaining to the development of the Property

C Lender requires Borrower to execute and deliver this Assignment as additional collateral for the Loan

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which Borrower acknowledges, Borrower agrees as follows:

1 Assignment. As security for the Obligations defined in the Mortgage, Borrower hereby collaterally assigns to Lender all of its right, title, and interest in the Development Agreement, including all rights to payments thereunder, it being understood and agreed that, if the Obligations are satisfied in full, then this Assignment shall automatically terminate without the necessity of any further act or instrument

2 Lender’s Rights Upon an Event of Default If an Event of Default (as defined in the Loan Agreement) occurs, then Lender may, at its option upon written notice to Borrower and the City, but without any obligation to do so, elect to assume Borrower’s rights and obligations under the Development Agreement. If Lender so elects to assume Borrower’s rights and obligations under the Development Agreement, Lender shall have all of the rights and obligations of Borrower under the Development Agreement Prior to the occurrence of an Event of Default under the Loan Agreement and the written election by Lender to assume Borrower’s rights and obligations under the Development Agreement, nothing in this Assignment shall be construed as an assumption by Lender of any liability or obligation of Borrower under the Development Agreement Nothing herein constitutes a release by the City of Borrower from its obligations under the Development Agreement even if Lender elects to assume Borrower’s rights and obligations thereunder, and to the extent the Development Agreement is not performed by Lender, Borrower remains responsible to the City for all of its obligations under the Development Agreement.

3 Performance of Borrower Borrower shall faithfully abide by, perform and discharge in all material respects each of Borrower’s obligations, covenants and agreements under the Development Agreement Without the

prior written consent of Lender, Borrower shall not (a) modify or in any way alter the terms of the Development Agreement, (b) pledge or assign the Development Agreement (except pursuant to this Assignment), (c) waive any of its rights under the Development Agreement, or (d) terminate or surrender the Development Agreement

4 Protect Security. At Borrower's sole cost and expense, Borrower shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the Development Agreement or the obligations, duties or liabilities of Borrower under the Development Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

5 Representations and Covenants. Borrower represents and warrants that (a) Borrower has the full right to collaterally assign the Development Agreement, (b) the Development Agreement is valid, is in full force and effect, and has not been modified or amended; (c) there are no outstanding assignments or pledges of the Development Agreement, and (d) there are no existing defaults, rights of setoff, or claims for additional payments under the Development Agreement Further, Borrower covenants that, if Borrower enters into a future development agreement for the Property, it will provide for the collateral assignment of such development agreement to Lender in accordance with the provisions of an assignment document substantially in the form of this Assignment

6 Authorization. Upon an Event of Default, Borrower irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Borrower's name or in Lender's name, or otherwise, to enforce all rights of Borrower under the Development Agreement, and such power, being coupled with an interest, is irrevocable.

7 No Liability For Lender Unless Lender elects to assume Borrower's rights and obligations under the Development Agreement as contemplated under Section 2 of this Assignment, Lender shall not be obligated to perform or discharge and does not by this Assignment undertake to perform or discharge any obligation, duty or liability under the Development Agreement.

8 Borrower Holds Lender Harmless Borrower shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the Development Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations Borrower shall reimburse Lender for such amounts within ten (10) days of a written demand therefor from Lender.

9 Security Interest in Agreements In addition, Borrower hereby grants to Lender a security interest in Borrower's right, title, and interest in the Development Agreement, if and to the extent that a security interest may be granted therein under the Wisconsin Uniform Commercial Code, and Borrower acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Wisconsin Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default

10. Successors and Assigns This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns Borrower shall not further assign its obligations or interests under the Development Agreement or under this Assignment without Lender's prior written consent

11. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin

12. Validity Clause This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or provisions unenforceable or invalid Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment

13 Notices And Approvals Any notice which either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Agreement

14. Counterparts This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument The signature of a party to this Assignment transmitted by facsimile or electronic mail to the other party shall be deemed an original signature

15 No Oral Modification This Assignment may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought

(Signature page follows)

Executed of the date first set forth above

BORROWER:

OAKWOOD INDUSTRIAL LLC

By Wangard Entity Manager LLC, Manager

By Wangard Operations LLC, Manager

By _____
Stewart M Wangard, Manager

ACKNOWLEDGMENT OF CITY

The City hereby acknowledges the foregoing Assignment and agrees that if Lender notifies the City in writing that Lender is exercising its right to assume Borrower's rights and obligations under the Development Agreement, the City shall continue to perform its obligations under the terms of the Development Agreement in the manner specified in the Development Agreement as if Lender were originally a party to the Development Agreement. Lender's obligations under the foregoing Assignment are not personal obligations or binding on any of Lender's assets, except Lender's interest in the Property

Nothing in the foregoing Assignment constitutes a release by the City of Borrower from its obligations under the Development Agreement even if Lender elects to assume Borrower's rights and obligations thereunder, and to the extent the Development Agreement is not performed by Lender, Borrower remains responsible to the City for all of its obligations under the Development Agreement. The City shall provide written notice to Lender of any default of Borrower under the Development Agreement in the same manner and at the same time as required under the Development Agreement to the following address

Associated Bank, National Association
330 East Kilbourn Avenue
Third Floor, Tower Two
Milwaukee, Wisconsin 53202
Attn: Nicholas Bickler

CITY:

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

THE EAST FIFTY (50) ACRES OF THE NORTH WEST QUARTER OF SECTION NUMBERED THIRTY-SIX (36), IN TOWNSHIP NUMBERED FIVE (5) NORTH OF RANGE NUMBERED TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1989, REEL 2329, IMGAE 410, AS DOCUMENT NO 6275397, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION, THENCE SOUTH 88° 36' 23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60 01 FEET TO A POINT; THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30 01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60.01 FEET TO A POINT, THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID 1/4 SECTION, 30 01 FEET TO THE POINT OF BEGINNING FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006 AS DOCUMENT NO 9255626, FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO. 10958156

EXHIBIT B

DEVELOPMENT AGREEMENT

[See attached]

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2021-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
ACKNOWLEDGMENT OF COLLATERAL ASSIGNMENT OF DEVELOPMENT
AGREEMENT FROM OAKWOOD INDUSTRIAL LLC TO ASSOCIATED BANK,
NATIONAL ASSOCIATION

WHEREAS, the Common Council having previously authorized the entry into and execution of a Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, on November 16, 2021; and

WHEREAS, as part of its financing for the subject development, Oakwood Industrial LLC, and its lender, Associated Bank, National Association, have requested the City consent to a Collateral Assignment of the Development Agreement, for the lender’s security in the financing transaction; and

WHEREAS, the Common Council having reviewed the request and the proposed collateral assignment agreement and having found same to be reasonable and in furtherance of the Oakwood Industrial LLC development.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Collateral Assignment of Development Agreement, by Oakwood Industrial LLC, and its lender, Associated Bank, National Association, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver the Acknowledgment of City provision of such agreement.

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

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

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/7/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendation to Correct a Recently Identified 2021 Health Plan Issue Related to the HRA/HSA</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.12.</p>

Below is information relative to a recommendation to correct a recently identified issue with the City's 2021 Health Insurance Plan related to the HRA and HSA components.

This item is being considered by the Personnel Committee at a special meeting on December 6, 2021, and any recommendation which is made by the Personnel Committee will be communicated to the Common Council when this item is considered.

BACKGROUND

In 2020, when designing the health plan for 2021, the City's insurance/benefit consultants recommended and the City accepted an HRA (Health Reimbursement Arrangement) component add-on to be stacked on top of the City's existing HSA (Health Savings Account) eligible HDHP (High-Deductible Health Plan). This was an attractive solution for the City due to the high amount of out-of-pocket costs a number of employees experienced in the prior two years due to substantial changes in the health plan design during that time. The goal with the HRA stack was that higher users of health care would be able to access the funds to assist in paying their claims, without overcompensating those employees who have not incurred an increased amount of medical bills. This mechanism serves to reduce the burden to our employees, to get back in alignment with comparable municipal employers.

In stacking the HRA component on top of the HSA plan, there was an access point, a point in which the HRA funds would be available to employees, that needed to be established to identify the point in which the HRA funds could begin to be utilized. The access point was established at \$1,500, i.e. an employee was required to spend \$1,500 of their own funds prior to the HRA kicking in to assist with further claims. Unfortunately, it was discovered on 10/14/2021 that there is a requirement that was inadvertently missed by our consultant and third-party administrator in stacking these two types of plans, as the minimum access point allowed by the IRS for a qualified plan such as this is \$2,800 for those on a family plan. Therefore, we have an issue with the way the plan was implemented and need to resolve it.

ANALYSIS

Staff worked with our consultant, as well as a few legal teams and other payroll and tax consultants, on how to best resolve the matter. There are currently three options identified that could solve the error which impacts those employees who are on a family plan through the HDHP:

1. Make the correction by taxing all HSA funds contributed in 2021, either by the employer or the employee. While this is a comprehensive solution, there are drawbacks in that it affects the greatest number of employees, meaning it is the most disruptive. This resolution will include ensuring that employees are not negatively financially impacted.
2. Make the correction by taxing all HSA funds contributed in 2021, during months that the employee/employee's family members received HRA funds. While this is not a perfect solution, it has

been reviewed by outside legal counsel, whose recommendation is that the City is on relatively solid ground with this resolution. This resolution will affect only a portion of those on the family plan through the HDHP, and only for the months in which the employee/employee's family were in the process of utilizing HRA funds. As part of this resolution, there would be some additional assurances, i.e. indemnification for a period of time in case this solution would be later identified as being short of a full resolution, to further protect the City. This resolution will include ensuring that employees are not negatively financially impacted.

3. Make the correction to the HRA portion of the plan. This option would change the plan design retroactively back to 1/1/2021, and all claims for the entire year would need to be reprocessed. Along with the difficulty in completing that process, the resolution would not be in full affect until all claims for 2021 are processed which could be well into 2022, and even beyond. In addition, with this resolution, there would be 'winners and losers', meaning that we would likely not be able to ensure that employees are not negatively financially impacted.

Each of the above potential resolutions have been fully considered, and staff will be discussing each of the options, as well as the specific impacts, at the Personnel Committee Meeting on Monday night. Further, staff will present a recommendation, which is supported by the legal opinion written by an outside attorney.

The recommendation will include the following:

1. A plan to resolve the 2021 issue, including the known impacts and financial obligation, which will be funded by the City's Benefit Consultant, USI Insurance Services;
2. An opinion letter from an independent legal firm contemplating the issue as well as an opinion as to the validity and legality of the solution proposed;
3. Details on the impact of the resolution on City employees affected by the error; and
4. Details on how the resolution will be communicated and worked through with the employees, including the draft communication to employees as requested by the Committee.

COUNCIL ACTION REQUESTED

Motion to approve the correction of a recently identified issue with the City's 2021 Health Insurance Plan related to the HRA and HSA components presented tonight to the Council and authorize the Director of Administration to implement the correction prior to the end of 2021.

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Dec 7, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>October, 2021 Monthly Financial Report</p>	<p>ITEM NUMBER G.13.</p>

Background

The October, 2021 Financial Report is attached.

The Finance Committee reviewed the draft October, 2021 reports and recommends their acceptance.

COUNCIL ACTION REQUESTED

Receive and place on file.

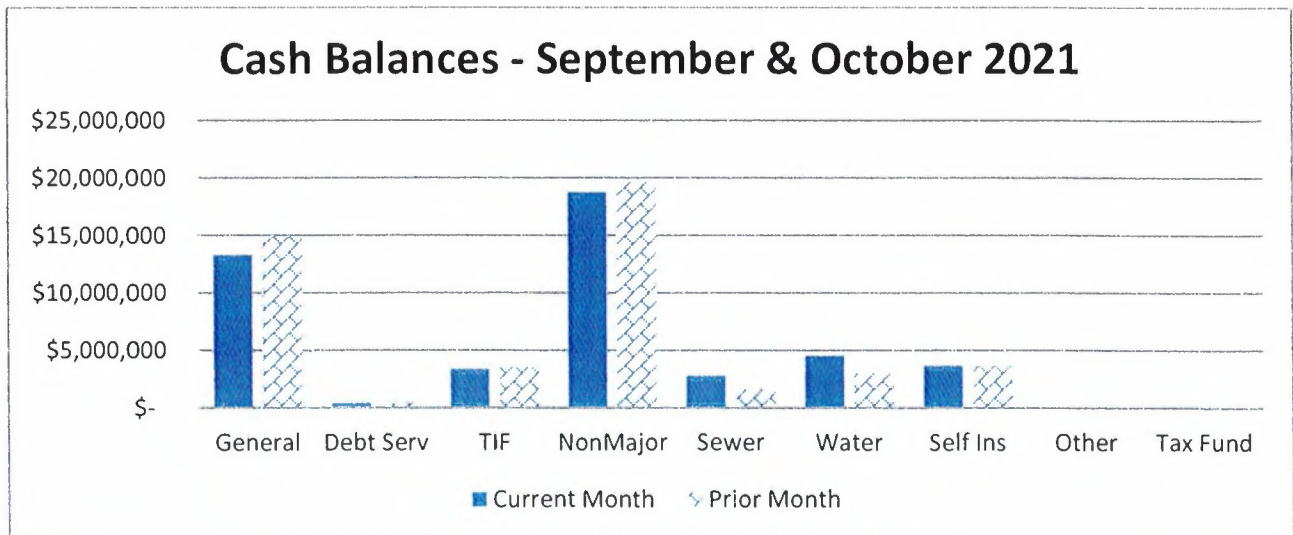


Date: Nov 18, 2021
 To: Mayor Olson, Common Council and Finance Committee Members
 From: Paul Rotzenberg, Director of Finance & Treasurer
 Subject: October 2021 Financial Report

The October, 2021 financial reports for the General Fund, Debt Service Fund, TID Funds, American Rescue Plan, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

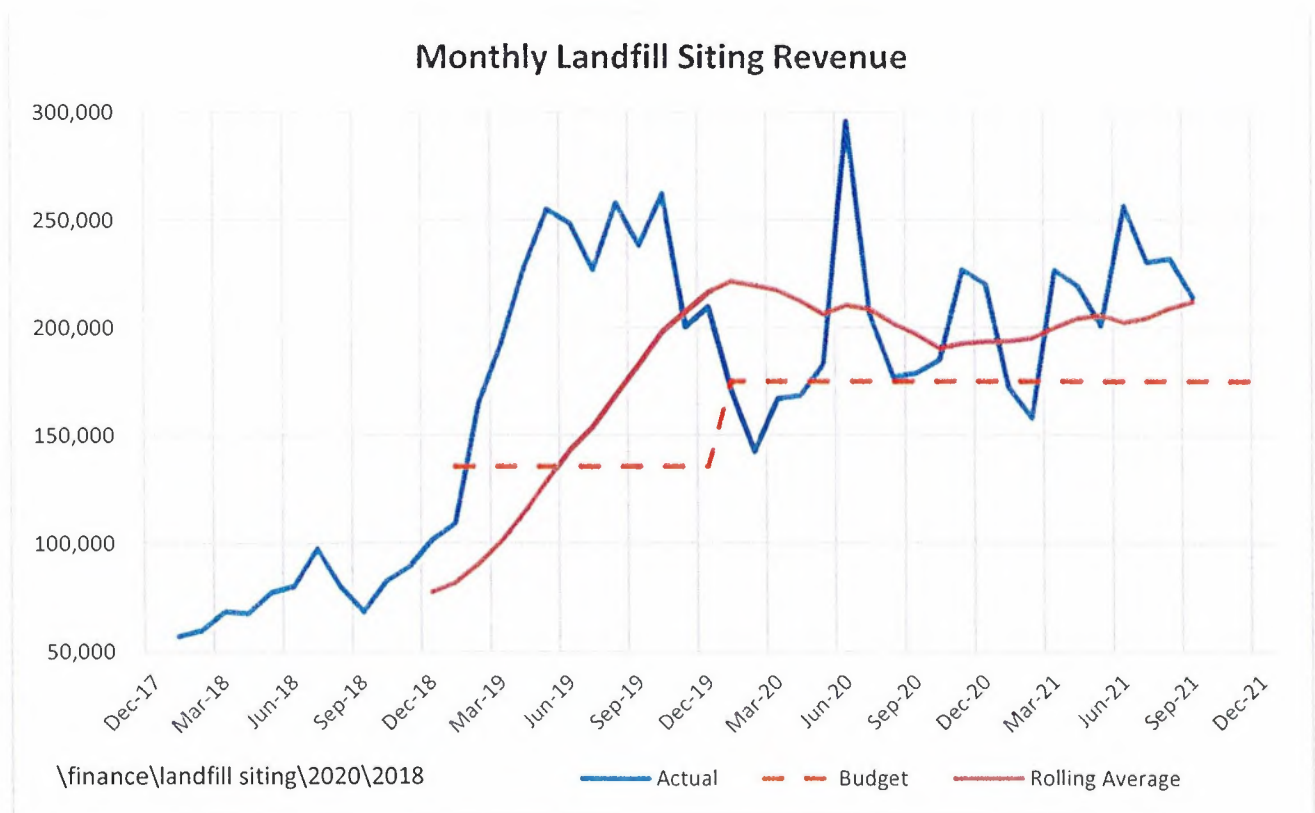
The budget allocation is completed using an average of the last five years actual spending against the Original Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current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

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds totaling \$35.8 million decreased \$2.5 million since last month. The biggest decline was in General Fund supporting labor costs.



Investment balances have been reduced at Institutional Capital Management. As the returns on short term investments have declined, Certificates of Deposit have become more attractive. Our relationship with American Deposit Management has provided the tool to tap the bank CD market. However, in anticipation that the yield curve will steepen, CD's have been limited to 24 months or less.

Landfill Siting Resources – are spread across multiple capital funds and the General Fund. This resource is currently performing approximately 21% better than the \$2.1 million budget. This resource is currently performing approximately 21% better than the \$2.1 million budget. Oct's receipt (collected in Nov) will be \$214,000 (compared to \$185,000 in Oct 2020). The current annualized run rate is \$2.5 million. The accompanying chart illustrates the current trend. Most of this resource is credited to the Capital funds. Resources in excess of budget will be evenly credited to Equipment Replacement and Street Improvement Funds absent other direction.



GENERAL FUND revenues of \$25.9 million are \$201,000 over budget.

Ambulance resources are rather strong this year (\$142,000 over budget). Building permit resources are \$143,000 better than budget. Investment income was \$229,000 less than budget with continued very low rates of return.

Year to Date expenditures of \$21.7 million are \$904,000 under spent. Delays in hiring and legal costs are holding Gen Government under budget. Police vacancies early in the year now nearly filled, but the under spending will stay with us. Salt orders pushed Public Works over budget.

July 2021
Financial report

A \$4.2 million surplus is \$1.1 million favorable to budget – some excess resources and some under spending.

DEBT SERVICE – Debt payments were made March 1 as required

TIF Districts – The TID's collected the \$3.7 million increment in January as expected. Debt service represents the bulk of the activity in the TID's so far this year.

TID 3 – The 2021 increment was collected and State shared revenue received. The TID retired \$965,000 of debt along with \$1,050,000 Municipal Revenue Obligation. The TID has a \$814,000 fund balance. TID3 has \$1,375,000 of debt outstanding.

TID 4 – The \$1.1 million 2021 increment was collected as was \$86,000 in State Shared revenue. \$1.2 million of Advances were repaid. There are \$821,000 of contractor payments still due. The TID has a \$426,000 deficit related to the \$1.3 remaining Advance outstanding. The TID does have \$821,000 of encumbrances that will likely get paid in 2021, raising the deficit back to the interfund advance.

TID 5 – The \$479,000 2021 Increment was collected. \$650,000 of debt service was paid. The TID has an \$478,000 fund balance related to capitalized interest. There is \$27.5 million of outstanding debt related to this TID.

TID 6 – There is no 2021 Increment. \$253,000 of debt service was made from capitalized interest. The TID has a \$19,000 fund balance. The TID has \$9.4 million in outstanding debt.

TID 7 – There is little activity in TID7 at this time. The \$1.2 million deficit represents the \$1.5 million advance to partially fund the developer mortgage. The TID has \$6.6 million in outstanding Debt and Advances.

TID 8 – There is no development activity in TID8 at this time.

AMERICAN RESCUE PLAN – a Federal grant related to the Pandemic. This is the first half of the grant which was received in June 2021. The second payment will occur in June 2022

No spending has occurred as yet.

SOLID WASTE FUND – Tippage resources are running stronger than budget and prior years. 2020 missed the December tippage resource which ended up in January 2021. That is part of the reason for the overage. Other activity is occurring as budgeted.

CAPITAL OUTLAY FUND – Resources are as expected.

The Police have ordered several squads, and Highway has ordered much of the equipment budgeted for 2021.

EQUIPMENT REPLACEMENT FUND – Resources are as expected so far in 2021.

July 2021
Financial report

The Fire department has ordered the radios planned for 2021. The highway department has begun the snow plow orders.

STREET IMPROVEMENT FUND – Intergovernmental resources get released over four payments, the last in November.

The 2021 street improvement program has been awarded for less than budget. The Highway Dept is charging various supply costs to this program as they related to streets involved in the program.

CAPITAL IMPROVEMENT FUND – MMSD has finally paid the 2019 Grant for the Rawson Homes project.

Expenditures relate to projects started in 2020, most significantly, Marquette Ave construction. Most of the spending relates to contract commitments, with cash disbursements yet to occur.

A project listing is also attached.

DEVELOPMENT FUND – The \$544,000 of resources relate to new housing starts in Aspen Woods and Ryan Wood Manor.

Transfers to Debt Service account for all the use of Law Enforcement resources. While the park expenditures relate to commitments to developers on new subdivisions as well as 2021 qualifying park expenditures.

UTILITY DEVELOPMENT FUND – There has been little activity in this fund in 2021.

SELF INSURANCE FUND – Resources are as expected.

The \$2.42 million of claims are close to budget, but 23% more than 2020. Stop Loss recoveries have reduced the net claims costs.

The fund generated a \$164,000 surplus this year compared to a \$787,000 surplus last year.

The fund has a healthy \$3.4 million fund balance.

RETIREE HEALTH FUND – Benefit payments of \$342,000 are 32% greater than 2020 thru October. Still the fund is generating an underwriting surplus, which is not typically expected given the demographics of the covered group.

Investment results have been stellar, with a \$1.1 million gain (net of \$68,000 of internal management fees), compared to a \$36,000 loss in 2020. Total Trust assets are 34% greater than 2020 at this time. Markets are volatile, so put investment results into perspective with a longer view.

City of Franklin
Cash & Investments Summary
October 31, 2021

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 1,663,911	\$ 8,212,990	\$ 124,049	\$ 3,287,674	\$ 13,288,623	\$ 14,800,567
Debt Service Funds	23,562	398,102	-	-	421,663	421,640
TIF Districts	(17,870)	3,376,114	-	-	3,358,244	3,505,197
Nonmajor Governmental Funds	763,181	13,144,777	4,833,064	-	18,741,022	19,609,994
Total Governmental Funds	2,432,784	25,131,982	4,957,113	3,287,674	35,809,553	38,337,398
Sewer Fund	506,594	2,259,334	-	-	2,765,928	1,587,045
Water Utility	3,115	3,733,502	782,143	-	4,518,760	2,974,243
Self Insurance Fund	4,837	761,007	2,878,004	-	3,643,848	3,604,194
Other Designated Funds	15,440	-	-	-	15,440	15,500
Total Other Funds	529,987	6,753,843	3,660,147	-	10,943,976	8,180,983
Total Pooled Cash & Investments	2,962,770	31,885,825	8,617,260	3,287,674	46,753,529	46,518,381
Property Tax Fund	120,491	1,078	-	-	121,569	88,276
Total Trust Funds	120,491	1,078	-	-	121,569	88,276
Grand Total Cash & Investments	3,083,262	31,886,903	8,617,260	3,287,674	46,875,098	46,606,657
Average Floating Rate of Return		0 05%	2 03%	0 05%		
Avg Weighted Rate of Return - CD's		0 69%				
Maturities:						
Demand	3,083,262	20,691,150	8,003	3,287,674	27,070,088	25,786,578
Fixed Income & Equities						
2021 - Q4	-	-	3,501,250	-	3,501,250	4,507,152
2022 - Q1	-	2,752,876	2,058,447	-	4,811,323	4,814,766
2022 - Q2	-	1,672,876	-	-	1,672,876	1,672,876
2022 - Q3	-	2,945,000	-	-	2,945,000	2,945,000
2022 - Q4	-	-	2,539,626	-	2,539,626	2,543,157
2023	-	3,825,000	509,935	-	4,334,935	4,337,129
	3,083,262	31,886,903	8,617,260	3,287,674	46,875,098	46,606,657

City of Franklin
2021 Financial Report
General Fund Summary
For the Ten months ended October 31, 2021

<u>Revenue</u>	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,196,900	\$ 19,196,900	\$ 19,194,900	\$ 19,187,925	\$ (6,975)
Other Taxes	614,900	614,900	414,656	383,978	(30,678)
Intergovernmental Revenue	1,785,400	1,785,400	1,250,812	1,240,021	(10,791)
Licenses & Permits	1,111,150	1,111,150	950,680	1,083,709	133,029
Law and Ordinance Violations	490,000	490,000	424,525	362,603	(61,922)
Public Charges for Services	2,424,650	2,424,650	1,997,407	2,386,976	389,569
Intergovernmental Charges	203,200	203,200	137,439	139,225	1,786
Investment Income	359,718	359,718	314,791	85,955	(228,836)
Sales of Capital Assets	10,250	10,250	9,768	734	(9,034)
Miscellaneous Revenue	123,000	131,000	112,952	171,098	58,146
Transfer from Other Funds	1,050,000	1,050,000	923,567	890,536	(33,031)
Total Revenue	\$ 27,369,168	\$ 27,377,168	\$ 25,731,497	\$ 25,932,760	\$ 201,263
<u>Expenditures</u>	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,160,403	\$ 3,184,744	\$ 2,676,496	\$ 2,469,664	E \$ 206,832
Public Safety	18,352,063	18,472,161	14,969,884	14,623,031	E 346,853
Public Works	4,288,736	4,586,454	3,427,758	3,554,395	E (126,637)
Health and Human Services	713,239	713,239	585,542	572,509	13,033
Other Culture and Recreation	231,343	242,486	188,544	283,424	E (94,880)
Conservation and Development	599,884	625,257	487,186	441,520	E 45,666
Contingency and Unclassified	2,762,500	2,722,500	249,323	8,384	240,939
Transfers to Other Funds	11,000	361,000	9,226	11,000	(1,774)
Encumbrances				(274,318)	274,318
Total Expenditures	\$ 30,119,168	\$ 30,907,841	\$ 22,593,959	\$ 21,689,609	\$ 904,350
Excess of revenue over (under) expenditures	(2,750,000)	(3,530,673)	<u>\$ 3,137,538</u>	4,243,151	<u>\$ 1,105,613</u>
Fund balance, beginning of year	<u>9,199,013</u>	<u>9,199,013</u>		<u>9,199,013</u>	
Fund balance, end of period	<u>\$ 6,449,013</u>	<u>\$ 5,668,340</u>		<u>\$ 13,442,164</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
October 31, 2021 and 2020**

	2021	2021	2021	2020	2020	2020
	Special	Debt		Special	Debt	
<u>Assets</u>	<u>Assessment</u>	<u>Service</u>	<u>Total</u>	<u>Assessment</u>	<u>Service</u>	<u>Total</u>
Cash and investments	\$ 181,788	\$ 239,875	\$ 421,663	\$ 787,798	\$ 275,642	\$ 1,063,440
Special assessment receivable	15,838	-	15,838	30,255	-	30,255
Total Assets	\$ 197,626	\$ 239,875	\$ 437,501	\$ 818,053	\$ 275,642	\$ 1,093,695
<u>Liabilities and Fund Balance</u>						
Unearned & unavailable revenue	\$ 15,838	\$ -	\$ 15,838	\$ 30,255	\$ -	\$ 30,255
Unassigned fund balance	181,788	239,875	421,663	787,798	275,642	1,063,440
Total Liabilities and Fund Balance	\$ 197,626	\$ 239,875	\$ 437,501	\$ 818,053	\$ 275,642	\$ 1,093,695

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

	2021	2021	2021	2021	2020	2020	2020
	Special	Debt	Year-to-Date	Original	Special	Debt	Year-to-Date
<u>Revenue</u>	<u>Assessment</u>	<u>Service</u>	<u>Actual</u>	<u>Budget</u>	<u>Assessment</u>	<u>Service</u>	<u>Actual</u>
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Special Assessments	2,854	-	2,854	21,000	6,292	-	6,292
Investment Income	1,006	400	1,406	15,000	13,876	3,980	17,856
Total Revenue	3,860	1,100,400	1,104,260	1,136,000	20,168	1,103,980	1,124,148
Expenditures:							
Debt Service							
Principal	-	1,480,000	1,480,000	1,480,000	-	1,425,000	1,425,000
Interest	-	135,762	135,762	135,763	-	150,819	150,819
Bank Fees	-	1,200	1,200	1,600	-	1,400	1,400
Total expenditures	-	1,616,962	1,616,962	1,617,363	-	1,577,219	1,577,219
Transfers in	-	480,694	480,694	479,895	-	397,950	397,950
Transfers out	(23,200)	-	(23,200)	(25,886)	-	-	-
Net change in fund balances	(19,340)	(35,868)	(55,208)	(27,354)	20,168	(75,289)	(55,121)
Fund balance, beginning of year	201,128	275,743	476,871	476,871	767,630	350,931	1,118,561
Fund balance, end of period	\$ 181,788	\$ 239,875	\$ 421,663	\$ 449,517	\$ 787,798	\$ 275,642	\$ 1,063,440

City of Franklin
Consolidating TID Funds
Balance Sheet
October 31, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Assets							
Cash & Investments	\$ 1,679,514	\$ 939,994	\$ 479,037	\$ 20,407	\$ 292,986	\$ (53,693)	\$ 3,358,245
Accounts Receivables					4,500,000		4,500,000
Total Assets	\$ 1,679,514	\$ 939,994	\$ 479,037	\$ 20,407	\$ 4,792,986	\$ (53,693)	\$ 7,858,245
Liabilities and Fund Balance							
Accounts Payable	\$ -	\$ 66,830	\$ 50	\$ 1,080	\$ -	\$ 258	\$ 88,218
Accrued Liabilities	865,126	-	-	-	-	-	865,126
Advances from Other Funds	-	1,300,000	-	-	1,500,000	100,000	2,900,000
Deferred Inflow	-	-	-	-	4,500,000	-	4,500,000
Total Liabilities	865,126	1,366,830	50	1,080	6,000,000	100,258	8,333,344
Ending Fund Balance	814,388	(426,836)	478,987	19,327	(1,207,014)	(153,951)	(475,099)
Total Liabilities and Fund Balance	\$ 1,679,514	\$ 939,994	\$ 479,037	\$ 20,407	\$ 4,792,986	\$ (53,693)	\$ 7,858,245

	GO Debt Outstanding	Internal Advances Outstanding	MRO Outstanding	*** Additional MRO's committed to, but not issued
GO Debt Outstanding	\$ 1,375,000	\$ 1,300,000	\$ 27,495,000	\$ 9,410,000
Internal Advances Outstanding			\$ 3,500,000	\$ 5,090,000
MRO Outstanding				\$ 1,500,000
*** Additional MRO's committed to, but not issued				\$ 14,957,000
Total				\$ 43,370,000

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Revenue							
General Property Tax Levy	\$ 2,067,579	\$ 1,160,642	\$ 478,853	\$ -	\$ 11,911	\$ -	\$ 3,718,985
Payment in Lieu of Tax	-	58,830	90,585	-	-	-	149,415
State Exempt Aid	537,629	86,049	25,643	-	-	-	649,321
Investment Income	2,762	1,457	143	515	271,192	-	276,069
Miscellaneous revenue	62,938	-	79,585	89	-	-	142,612
Total revenue	2,670,908	1,306,978	674,809	604	283,103	-	4,936,402
Expenditures							
Debt Service Principal	\$ 965,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,000
Debt Service Interest & Fees	55,795	23,750	649,953	253,815	154,122	936	1,138,371
Administrative Expenses	76,755	4,100	10,800	34,550	5,100	38,750	97,400
Refunded Property Taxes	4,081	-	19,105	-	-	-	76,755
Professional Services	-	198,168	-	14,823	11,982	47,677	295,836
Capital outlay	1,050,225	809,366	-	264,203	-	47,431	1,121,000
Development Incentive & Obligation Payments	-	(821,994)	(16,279)	-	-	-	1,050,225
Encumbrances	-	-	-	-	(1,600)	(44,054)	(883,927)
Total expenditures	2,155,956	213,390	663,579	567,391	169,604	90,740	3,860,660
Excess of revenue over expenditures	514,952	1,093,588	11,230	(566,787)	113,499	(90,740)	1,075,742
Fund balance beginning of year	299,436	(1,520,424)	467,757	586,114	(1,320,513)	(63,211)	(1,550,841)
Fund balance end of period	\$ 814,388	\$ (426,836)	\$ 478,987	\$ 19,327	\$ (1,207,014)	\$ (153,951)	\$ (475,099)

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 1,679,514	\$ 1,165,274
Total Assets	<u>\$ 1,679,514</u>	<u>\$ 1,165,274</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 865,126	\$ 865,126
Total Liabilities	<u>865,126</u>	<u>865,126</u>
Assigned fund balance	814,388	300,148
Total Liabilities and Fund Balance	<u>\$ 1,679,514</u>	<u>\$ 1,165,274</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General property tax levy	\$ 2,107,000	\$ 2,107,000	\$ 2,107,000	\$ 2,067,579	\$ 1,401,748
Payment in Lieu of Taxes	62,000	62,000	51,667	-	-
State exempt aid	537,440	537,440	527,200	537,629	510,053
Bond proceeds	-	-	-	2,762	8,507
Total revenue	<u>2,706,440</u>	<u>2,706,440</u>	<u>2,685,867</u>	<u>2,670,908</u>	<u>1,920,308</u>
Expenditures					
Debt service principal	965,000	965,000	965,000	965,000	665,000
Debt service interest & fees	55,795	55,795	55,795	55,795	80,265
Administrative expenses	4,920	4,920	4,100	4,100	5,900
Refunded Property Taxes	-	77,000	-	76,755	-
Professional services	150	150	125	4,081	900
Development incentive & obligation payments	1,050,225	1,050,225	1,050,225	1,050,225	760,005
Total expenditures	<u>2,076,090</u>	<u>2,153,090</u>	<u>2,075,245</u>	<u>2,155,956</u>	<u>1,512,070</u>
Revenue over (under) expenditures	630,350	553,350	610,622	514,952	408,238
Fund balance, beginning of year	<u>304,981</u>	<u>304,981</u>	<u>299,436</u>	<u>299,436</u>	<u>(108,090)</u>
Fund balance, end of period	<u>\$ 935,331</u>	<u>\$ 858,331</u>	<u>\$ 910,058</u>	<u>\$ 814,388</u>	<u>\$ 300,148</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 939,994	\$ 1,269,336
Total Assets	<u>\$ 939,994</u>	<u>\$ 1,269,336</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 66,830	\$ 229,892
Advances from Other Funds	1,300,000	2,500,000
Total Liabilities	<u>1,366,830</u>	<u>2,729,892</u>
Assigned fund balance	(426,836)	(1,460,556)
Total Liabilities and Fund Balance	<u>\$ 939,994</u>	<u>\$ 1,269,336</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,183,000	\$ 1,183,000	\$ 1,183,000	\$ 1,160,642	\$ 1,138,802
Payment in Lieu of Tax	50,000	50,000	50,000	58,830	73,889
State Exempt Aid	86,060	86,060	74,483	86,049	53,731
Investment Income	-	-	-	1,457	72,350
Total Revenue	<u>1,319,060</u>	<u>1,319,060</u>	<u>1,307,483</u>	<u>1,306,978</u>	<u>1,338,772</u>
Expenditures					
Debt service interest & fees	36,875	36,875	30,729	23,750	-
Administrative expenses	4,920	4,920	4,100	4,100	25,100
Professional services	-	194,276	161,897	198,168	722,207
Capital outlays	-	281,557	234,630	809,366	7,271,096
Encumbrances	-	-	-	(821,994)	(1,151,135)
Total expenditures	<u>41,795</u>	<u>517,628</u>	<u>431,356</u>	<u>213,390</u>	<u>6,867,268</u>
Revenue over (under) expenditures	1,277,265	801,432	876,127	1,093,588	(5,528,496)
Fund balance, beginning of year	<u>(3,178,830)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	4,067,940
Fund balance, end of period	<u>\$ (1,901,565)</u>	<u>\$ (718,992)</u>	<u>\$ (644,297)</u>	<u>\$ (426,836)</u>	<u>\$ (1,460,556)</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash & investments	\$ 479,037	\$ 450,996
Total Assets	<u>\$ 479,037</u>	<u>\$ 450,996</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 50	\$ 2,475
Total Liabilities	<u>50</u>	<u>2,475</u>
Assigned fund balance	478,987	448,521
Total Liabilities and Fund Balance	<u>\$ 479,037</u>	<u>\$ 450,996</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	<u>2021</u> <u>Annual</u> <u>Budget</u>	<u>2021</u> <u>Amended</u> <u>Budget</u>	<u>2021</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue					
General Property Tax Levy	\$ 501,000	\$ 501,000	\$ 501,000	\$ 478,853	\$ 721,361
Payment in Lieu of Tax	91,600	91,600	76,333	90,585	91,560
State Exempt Aid	25,640	25,640	21,367	25,643	12,883
Investment Income	-	-	-	143	29,070
Miscellaneous revenue	220,000	220,000	183,333	79,585	-
Total Revenue	<u>838,240</u>	<u>838,240</u>	<u>782,033</u>	<u>674,809</u>	<u>854,874</u>
Expenditures					
Debt service principal	-	-	-	-	4,000,000
Debt service interest & fees	822,646	822,646	822,600	649,953	842,374
Administrative expenses	12,920	12,920	10,346	10,800	5,900
Professional services	150	16,429	13,437	19,105	38,020
Encumbrances	-	-	-	(16,279)	(25,229)
Total expenditures	<u>835,716</u>	<u>851,995</u>	<u>846,383</u>	<u>663,579</u>	<u>4,861,065</u>
Revenue over (under) expenditures	2,524	(13,755)	(64,350)	11,230	(4,006,191)
Fund balance, beginning of year	<u>541,758</u>	<u>467,757</u>	<u>467,757</u>	<u>467,757</u>	<u>4,454,712</u>
Fund balance, end of period	<u>\$ 544,282</u>	<u>\$ 454,002</u>	<u>\$ 403,407</u>	<u>\$ 478,987</u>	<u>\$ 448,521</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 20,407	\$ 5,191,992
Total Assets	<u>\$ 20,407</u>	<u>\$ 5,191,992</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 1,080	\$ 4,735,536
Total Liabilities	<u>1,080</u>	<u>4,735,536</u>
Assigned fund balance	19,327	456,456
Total Liabilities and Fund Balance	<u>\$ 20,407</u>	<u>\$ 5,191,992</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	2021 Annual Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue				
Investment Income	\$ -	\$ -	\$ 515	\$ 27,948
Bond Proceeds	3,000,000	3,000,000	-	-
Miscellaneous revenue	-	-	89	-
Total Revenue	<u>3,000,000</u>	<u>3,000,000</u>	<u>604</u>	<u>27,948</u>
Expenditures				
Debt service interest & fees	392,850	372,325	253,815	220,100
Administrative expenses	41,480	34,567	34,550	25,100
Professional services	150	150	14,823	181,700
Capital outlays	3,000,000	2,500,000	264,203	4,586,443
Total expenditures	<u>3,434,480</u>	<u>2,907,042</u>	<u>567,391</u>	<u>5,013,343</u>
Revenue over (under) expenditures	(434,480)	92,958	(566,787)	(4,985,395)
Fund balance, beginning of year	<u>212,851</u>	<u>586,114</u>	<u>586,114</u>	<u>5,441,851</u>
Fund balance, end of period	<u>\$ (221,629)</u>	<u>\$ 679,072</u>	<u>\$ 19,327</u>	<u>\$ 456,456</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 292,986	\$ 425,582
Accounts receivable	4,500,000	4,500,000
Total Assets	<u>\$ 4,792,986</u>	<u>\$ 4,925,582</u>
<u>Liabilities and Fund Balance</u>		
Advances from Other Funds	\$ 1,500,000	\$ 1,745,000
Deferred Inflow	4,500,000	4,500,000
Total Liabilities	<u>6,000,000</u>	<u>6,245,000</u>
Assigned fund balance	(1,207,014)	(1,319,418)
Total Liabilities and Fund Balance	<u>\$ 4,792,986</u>	<u>\$ 4,925,582</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 12,500	\$ 12,500	\$ 12,500	\$ 11,911	\$ -
Investment Income	270,000	270,000	225,000	271,192	129,121
Total Revenue	<u>282,500</u>	<u>282,500</u>	<u>237,500</u>	<u>283,103</u>	<u>129,121</u>
Expenditures					
Debt service interest & fees	153,271	153,271	127,726	154,122	115,255
Administrative expenses	6,120	6,120	5,100	5,100	5,900
Professional services	150	9,250	7,708	11,982	(2,171)
Capital outlays	-	-	-	-	166,663
Development incentive & obligation payments	-	-	-	-	4,500,000
Encumbrances	-	-	-	(1,600)	5,900
Total expenditures	<u>159,541</u>	<u>168,641</u>	<u>140,534</u>	<u>169,604</u>	<u>4,791,547</u>
Revenue over (under) expenditures	122,959	113,859	96,966	113,499	(4,662,426)
Fund balance, beginning of year	<u>3,378,636</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>3,343,008</u>
Fund balance, end of period	<u>\$ 3,501,595</u>	<u>\$ (1,206,654)</u>	<u>\$ (1,223,547)</u>	<u>\$ (1,207,014)</u>	<u>\$ (1,319,418)</u>

City of Franklin
Tax Increment Financing District #8 - Corporate Park
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ (53,693)	\$ (19,902)
Total Assets	<u>\$ (53,693)</u>	<u>\$ (19,902)</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 258	\$ 3,710
Advances from Other Funds	\$ 100,000	\$ -
Total Liabilities	<u>100,258</u>	<u>3,710</u>
Assigned fund balance	(153,951)	(23,612)
Total Liabilities and Fund Balance	<u>\$ (53,693)</u>	<u>\$ (19,902)</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
Bond Proceeds	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -
Total Revenue	<u>6,000,000</u>	<u>6,000,000</u>	<u>6,000,000</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest & fees	100,000	100,000	83,333	936	-
Administrative expenses	46,480	46,480	38,733	38,750	-
Professional services	623,150	652,402	543,670	47,677	23,612
Capital outlays	5,150,500	5,150,500	4,292,083	47,431	-
Development incentive & obligation payments	2,500,000	2,500,000	2,083,333	-	-
Encumbrances	-	-	-	(44,054)	-
Total expenditures	<u>8,420,130</u>	<u>8,449,382</u>	<u>7,041,152</u>	<u>90,740</u>	<u>23,612</u>
Revenue over (under) expenditures	(2,420,130)	(2,449,382)	(1,041,152)	(90,740)	(23,612)
Fund balance, beginning of year	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (2,483,341)</u>	<u>\$ (2,512,593)</u>	<u>\$ (1,104,363)</u>	<u>\$ (153,951)</u>	<u>\$ (23,612)</u>

**City of Franklin
American Rescue Plan
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,871,702	\$ -
Accounts receivable	3,745	-
Prepaid Items	1,253	-
Total Assets	\$ 1,876,700	\$ -
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	1,876,700	-
Total Liabilities and Fund Balance	\$ 1,876,700	\$ -

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Intergovernmental	\$ -	\$ -	\$ -	\$ 1,874,207	\$ -
Investment Income	-	-	-	3,745	-
Total revenue	-	-	-	1,877,952	-
Expenditures:					
Investment Expenses	\$ -	\$ -	\$ -	\$ 1,252	\$ -
Total expenditures	-	-	-	1,252	-
Revenue over (under) expenditures	-	-	-	1,876,700	-
Fund balance, beginning of year	-	-		-	-
Fund balance, end of period	\$ -	\$ -		\$ 1,876,700	\$ -

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 910,038	\$ 934,500
Tax Receivables	46	46
Accrued Receivables	1,198	742
Total Assets	<u>\$ 911,282</u>	<u>\$ 935,288</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 194,246	\$ 372
Accrued salaries & wages	227	460
Restricted fund balance	716,809	934,456
Total Liabilities and Fund Balance	<u>\$ 911,282</u>	<u>\$ 935,288</u>

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 YTD Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Grants	\$ 69,000	69,000	\$ 69,357	\$ 68,834
User Fees	1,539,449	1,539,108	1,546,150	1,536,838
Landfill Operations-tippage	370,000	285,855	324,318	282,366
Investment Income	20,000	18,088	1,774	15,786
Sale of Recyclables	-	-	2,789	2,002
Total Revenue	<u>1,998,449</u>	<u>1,912,051</u>	<u>1,944,388</u>	<u>1,905,826</u>
Expenditures:				
Personal Services	16,384	13,232	5,770	10,152
Refuse Collection	766,300	648,511	608,672	536,835
Recycling Collection	718,000	607,715	606,724	536,058
Leaf & Brush Pickups	60,000	38,000	45,755	20,000
Tippage Fees	483,300	372,171	370,540	322,770
Miscellaneous	5,000	4,371	2,525	680
Total expenditures	<u>2,048,984</u>	<u>1,684,000</u>	<u>1,639,986</u>	<u>1,426,495</u>
 Revenue over (under) expenditures	 (50,535)	 <u>228,051</u>	 304,402	 479,331
 Fund balance, beginning of year	 <u>466,131</u>		 <u>412,407</u>	 <u>455,125</u>
 Fund balance, end of period	 <u>\$ 415,596</u>		 <u>\$ 716,809</u>	 <u>\$ 934,456</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 754,471	\$ 805,941
Accounts Receivables	-	2,808
Total Assets	<u>\$ 754,471</u>	<u>\$ 808,749</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 80,164	\$ 62,828
Assigned fund balance	674,307	745,921
Total Liabilities and Fund Balance	<u>\$ 754,471</u>	<u>\$ 808,749</u>

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Property Taxes	\$ 296,000	\$ 296,000	\$ 296,000	\$ 296,000	\$ 295,700
Grants	15,000	15,000	12,500	13,563	18,573
Landfill Siting	904,100	904,100	860,841	710,294	475,000
Investment Income	7,800	7,800	6,500	1,022	10,212
Miscellaneous Revenue	41,250	41,250	35,930	36,709	72,727
Transfers from Other Funds	-	18,000	-	-	-
Notes Proceeds	542,000	542,000	542,000	-	-
Total Revenue	<u>1,806,150</u>	<u>1,824,150</u>	<u>1,753,771</u>	<u>1,057,588</u>	<u>872,212</u>
Expenditures:					
General Government	55,200	100,194	53,748	32,635	174,375
Public Safety	619,535	703,105	685,216	532,542 E	497,881
Public Works	551,000	648,849	482,713	596,475 E	144,474
Health and Human Services	-	-	-	-	900
Culture and Recreation	364,000	429,000	364,018	250,850 E	10,618
Conservation and Development	180,000	187,190	150,000	187,190 E	1,467
Contingency	40,650	33,460	30,401	-	-
Encumbrances	-	-	-	(524,168)	(211,713)
Total expenditures	<u>1,810,385</u>	<u>2,101,798</u>	<u>1,766,096</u>	<u>1,075,524</u>	<u>618,002</u>
Revenue over (under) expenditures	(4,235)	(277,648)	<u>(12,325)</u>	(17,936)	254,210
 Fund balance, beginning of year	 <u>311,711</u>	 <u>692,243</u>		 <u>692,243</u>	 <u>491,711</u>
 Fund balance, end of period	 <u>\$ 307,476</u>	 <u>\$ 414,595</u>		 <u>\$ 674,307</u>	 <u>\$ 745,921</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

E- Encumbrances

**City of Franklin
Equipment Replacement Fund
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 2,063,940	\$ 2,434,053
Total Assets	<u>\$ 2,063,940</u>	<u>\$ 2,434,053</u>
 <u>Liabilities and Fund Balance</u>		
Assigned fund balance	\$ 2,063,940	\$ 2,434,053
Total Liabilities and Fund Balance	<u>\$ 2,063,940</u>	<u>\$ 2,434,053</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Landfill	\$ 604,400	\$ 604,400	\$ 554,669	\$ 613,890	\$ 400,000
Investment Income	37,400	37,400	31,167	(120)	57,446
Grants	-	-	-	-	178,624
Property Sales	30,000	30,000	22,855	-	21,563
Total revenue	<u>671,800</u>	<u>671,800</u>	<u>608,691</u>	<u>613,770</u>	<u>657,633</u>
Expenditures:					
Public Safety	361,500	391,668	342,010	355,304 E	278,522
Public Works	807,000	1,047,130	899,720	845,067 E	798,503
Encumbrances	-	-	-	(260,705)	(325,383)
Total expenditures	<u>1,168,500</u>	<u>1,438,798</u>	<u>1,241,730</u>	<u>939,666</u>	<u>751,642</u>
Revenue over (under) expenditures	(496,700)	(766,998)	<u>(633,039)</u>	(325,896)	(94,009)
Fund balance, beginning of year	<u>2,130,162</u>	<u>2,389,836</u>		<u>2,389,836</u>	<u>2,528,062</u>
Fund balance, end of period	<u>\$ 1,633,462</u>	<u>\$ 1,622,838</u>		<u>\$ 2,063,940</u>	<u>\$ 2,434,053</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 873,105	\$ 597,352
Total Assets	<u>\$ 873,105</u>	<u>\$ 597,352</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 700
Assigned fund balance	873,105	596,652
Total Liabilities and Fund Balance	<u>\$ 873,105</u>	<u>\$ 597,352</u>

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:				
Landfill Siting	\$175,000	\$175,000	\$212,820	\$343,996
Investment Income	7,500	7,500	848	7,534
Intergovernmental Resources	1,074,500	1,074,500	1,074,569	868,993
Total revenue	<u>1,257,000</u>	<u>1,257,000</u>	<u>1,288,237</u>	<u>1,220,523</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,000,000	1,000,000	1,075,019 E	1,255,500
Encumbrances	-	-	(56,897)	(125,422)
Total expenditures	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,018,122</u>	<u>1,130,078</u>
Revenue over (under) expenditures	257,000	257,000	270,115	90,445
Fund balance, beginning of year	<u>506,207</u>	<u>602,990</u>	<u>602,990</u>	<u>506,207</u>
Fund balance, end of period	<u>\$ 763,207</u>	<u>\$ 859,990</u>	<u>\$ 873,105</u>	<u>\$ 596,652</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,665,686	\$ 1,666,920
Accounts receivables	848	516,949
Total Assets	\$ 1,666,534	\$ 2,183,869
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 11,446	\$ 602,508
Contracts Payable	33,753	80,500
Miscellaneous Payables	-	172,000
Deferred Inflow	-	508,000
Assigned fund balance	1,621,335	820,861
Total Liabilities and Fund Balance	\$ 1,666,534	\$ 2,183,869

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:					
Block Grants	\$ -	\$ -	\$ -	\$ 430,538	\$ 608,365
Other Grants-NEXT Gen 911 Grant	-	65,000	-	14,326	-
DPW Charges	-	-	-	-	2,041
Landfill Siting	51,500	51,500	24,356	30,060	250,420
Transfers from Other Funds	5,000,000	5,000,000	5,000,000	-	-
Transfers from General Funds	-	350,000	-	-	-
Transfers from Impact Fees	2,209,750	2,294,545	1,136,827	92,997	85,969
Transfers from Connection Fees	1,140,000	1,140,000	950,000	-	-
Bond Proceeds	1,458,000	1,458,000	1,215,000	-	-
Donations	86,000	86,000	86,000	220	-
Investment Income	5,000	5,000	4,166	2,756	14,886
Total revenue	9,950,250	10,450,045	8,416,349	570,897	961,681
Expenditures:					
General Government	350,000	712,408	112,408	(56,873) E	111,045
Public Safety	499,500	694,572	376,954	266,315 E	1,423,498
Public Works	252,000	1,203,774	1,059,074	1,090,266 E	433,332
Culture and Recreation	410,000	692,301	322,302	331,677 E	853,483
Sewer & Water	8,140,000	8,140,000	6,021,667	-	200,998
Contingency	150,000	84,065	148,841	- E	170
Bond/Note Issuance Cost	100,000	100,000	-	-	-
Encumbrances	-	-	-	(659,030)	(869,230)
Total expenditures	9,901,500	11,627,120	8,041,246	972,355	2,153,296
Revenue over (under) expenditures	48,750	(1,177,075)	<u>375,103</u>	(401,458)	(1,191,615)
Fund balance, beginning of year	396,395	2,022,793		2,022,793	2,012,476
Fund balance, end of period	\$ 445,145	\$ 845,718		\$ 1,621,335	\$ 820,861

City of Franklin
Capital Improvement Fund
Budget 2021

Project/Name	Activity	Amended				Actual Thru Oct 31, 2021			
		Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
Landfill Siting Revenue					\$ 51,500				\$ 30,060
Grants									430,538
Other									220
Investment Income		5,000			5,000				2,755
Total Revenue		5,000			56,500	-			463,573
GENERAL GOVERNMENT									
City Hall Roof, HVAC		10,013			10,013	(59,268)			(59,268)
Historical Society Barn		2,395			2,395	2,395			2,395
PARK DEVELOPMENT									
Pleasant View Park improvements	Park	300 000	Park Impact Fees	141 000	159 000		Park Impact Fees		
Pleasant View Park pavilion	Park	19 287		205	19 082	20 840	Park Impact Fees	9,795	11,045
116th Street Trail design	Park	100 762		60,000	40 762	85 454	Park Impact Fees	22,545	62,909
Park Signage	Park	20,000			20,000				
Church Street pathway	Park	75 000	Park Impact Fees	53,250	21 750		Park Impact Fees		-
Ernie Lake aeration system	Park	15,000			15,000	13,470			13,470
Pleasant View Park - Improvement Planning	Park	88,616	Park Impact Fees	40,090	48 526	88,615	Park Impact Fees	30,317	58,298
Ryan Creek Trail Master Plan	Park	57 000			57 000	57 000	Park Impact Fees	30,340	26 660
Metro Park planning	Park				-	17,777			17,777
Ryan Creek - Ryan Meadows Segment	Park	87,400			87,400	119,663			119,663
Land Purchase - ROW - Water Tower Park	Park	3,636			3,636	3,636			3,636
Public Safety									
Replace roof @ Police Dept	Pub Safety	127,500			127,500				
Video Surveillance Cameras replacement @ Police Bldg	Pub Safety	247 000			247 000				-
911 Phone system replacement	Pub Safety	125,000		65,000	60,000	109,458		14,327	95,131
Indoor Shooting Range	Pub Safety	39,054			39,054	-			-
Other Police						56,598			56,598
In Squad Video Storage		58,000			58,000				-
Fire Station Specific Alerting	Pub Safety	37,313			37,313	38,089			38,089
Inspection Software	Pub Safety	60,705			60,705	62,168			62,168
Public Works									
Marquette Ave construction - 49th to 51st	Pub Wrks	981,455	Grant	86,000	895,455	920,574	Grant		920,574
S 51st/Drexel Roundabout	Pub Wrks	9,003			9,003	6,940			6,940
S 68th St/Loomis to Puetz - sight line	Pub Wrks	27,741			27,741				-
Water Main on W Minnesota Ave	Pub Wrks	140 000	Utility Development	140 000	-		Utility Development		-
Water Tower in Southwest Zone	Pub Wrks	4 000 000	Water Impact Fees	2,000 000	2 000 000		Water Impact Fees		-
Highway Building addition - design work	Pub Wrks	30,000	Water Fund	2,000,000	(2,000,000)	23,375	Water Fund		23,375
Replace Industrial Park temporary Lift Station	Pub Wrks	3 000 000	Transfer in from Sewer Fund	3,000 000	-		Transfer in from Sewer Fund		-
Curb replacements	Pub Wrks	35,000			35,000	-			-
Traffic Signals - Emergency Veh Preemption	Pub Wrks	32,375			32,375	32,375			32,375
Rawson Homes - Storm sewer	Pub Wrks					18,427			18,427
Land purchase - ROW - 51st & Drexel	Pub Wrks	13,800			13,800	13,800			13,800
Muni Buildings Improvements		700,000		350,000	350,000				-
Total Approved Projects		10 443 055		7 935 545	2,507 510	1 631 386		107 324	1 524 062
PROJECTS PENDING APPROVAL									
Water Projects	Utility	500,000	Water	500,000	-		Water		
Sewer Projects	Utility	500 000	Sewer Connection Fees	500 000			Sewer Connection Fees		-
Contingency		84,065			84,065				
Encumbrances									(659 030)
Total Projects		11 527 120		8,935 545	2 591 575	1 631 386		107,324	665 032
Net Revenue (Expenditures)					(2,535,075)				(401,459)
Loan Proceeds					1 458 000				
Transaction fees					(100 000)				
Net Rev (Expenditures)					(1 177 075)				(401 459)
Beginning Fund balance					2,022,793				2,022,793
Ending Fund Balance					\$ 845,718				\$ 1,621,334

** When contract awarded a \$58,000 reduction in an construction engineering contract was anticipated

**City of Franklin
Development Fund
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 6,480,012	\$ 4,981,298
Impact fees receivable	-	232,640
Other accounts receivable	-	209,320
Due From TID's	2,800,000	4,245,000
Total Assets	<u>\$ 9,280,012</u>	<u>\$ 9,668,258</u>
 <u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 337,643	\$ 475,462
Accounts Payables	142	25,285
Unearned Revenue - Other	-	232,640
Assigned fund balance	8,942,227	8,934,871
Total Liabilities and Fund Balance	<u>9,280,012</u>	<u>9,668,258</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Impact Fee Parks	\$ 146,117	\$ 146,117	\$ 122,180	\$ 104,787	\$ 223,108
Southwest Sewer Service Area	112,000	112,000	97,852	83,865	101,835
Administration	7,535	7,535	6,363	3,462	5,422
Water	498,000	498,000	420,123	219,257	495,445
Transportation	158,825	158,825	131,520	46,604	52,624
Fire Protection	108,875	108,875	91,479	31,935	52,859
Law Enforcement	124,750	124,750	104,142	36,549	74,841
Library	24,750	24,750	20,893	18,385	54,358
Total Impact Fees	<u>1,180,852</u>	<u>1,180,852</u>	<u>994,552</u>	<u>544,844</u>	<u>1,060,492</u>
Investment Income	106,250	106,250	88,542	5,932	108,463
Interfund Interest Income	79,250	79,250	66,042	50,817	24,007
Total revenue	<u>1,366,352</u>	<u>1,366,352</u>	<u>1,149,136</u>	<u>601,593</u>	<u>1,192,962</u>
Expenditures:					
Other Professional Services	15,000	18,321	12,341	3,910 E	30,909
Transfer to Debt Service					
Law Enforcement	205,182	205,182	205,184	205,517	205,083
Fire	42,941	42,941	42,941	43,549	42,937
Transportation	71,886	71,886	71,886	74,390	73,519
Library	134,000	134,000	134,000	134,039	93,982
Total Transfers to Debt Service	<u>454,009</u>	<u>454,009</u>	<u>454,011</u>	<u>457,495</u>	<u>415,521</u>
Transfer to Capital Improvement Fund					
Park	1,259,250	1,344,045	636,742	185,997 E	161,396
Water	2,000,000	2,000,000	1,666,666	-	-
Total Transfers to Capital Improvement	<u>3,259,250</u>	<u>3,344,045</u>	<u>2,303,408</u>	<u>185,997</u>	<u>161,396</u>
Capital Improvements					
Park	-	-	-	-	25,285
Sewer Fees	75,000	75,000	62,500	14,700	-
Water Fees	250,000	250,000	187,500	-	554,760
Encumbrances	-	-	-	(111,021)	(96,320)
Total expenditures	<u>4,053,259</u>	<u>4,141,375</u>	<u>3,019,760</u>	<u>551,081</u>	<u>1,091,551</u>
Revenue over (under) expenditures	<u>(2,686,907)</u>	<u>(2,775,023)</u>	<u>(1,870,624)</u>	50,512	101,411
Fund balance, beginning of year	<u>8,528,646</u>	<u>8,891,715</u>		<u>8,891,715</u>	<u>8,833,460</u>
Fund balance, end of period	<u>\$ 5,841,739</u>	<u>\$ 6,116,692</u>		<u>\$ 8,942,227</u>	<u>\$ 8,934,871</u>

City of Franklin
Utility Development Fund
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments - Water	\$ 1,053,920	\$ 1,011,355
Cash and investments - Sewer	1,425,029	1,301,342
Special Assessment - Water Current	146,020	60,216
Special Assessment - Water Deferred	20,072	136,365
Special Assessment - Sewer Current	105,205	143,426
Reserve for Uncollectible	-	(16,777)
Total Assets	<u>\$ 2,750,246</u>	<u>\$ 2,635,927</u>
 <u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 271,297	\$ 323,231
Total Fund Balance	2,478,949	2,312,696
Total Liabilities and Fund Balance	<u>\$ 2,750,246</u>	<u>\$ 2,635,927</u>

Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

	<u>2021</u> <u>Original</u> <u>Budget</u>	<u>2021</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue:				
Special Assessments-				
Water	\$ 45,000	\$ 23,315	\$ 13,994	\$ 48,906
Sewer	40,000	13,280	-	19,488
Connection Fees-				
Sewer	40,000	34,028	72,194	36,262
 Total Assessments & Connection Fees	 125,000	 70,623	 86,188	 104,656
Special Assessment Interest	-	-	152	634
Investment Income	17,500	14,583	4,432	12,609
Total revenue	<u>142,500</u>	<u>85,206</u>	<u>90,772</u>	<u>117,899</u>
 Transfer to Capital Improvement Fund				
Water	500,000	416,666	-	-
Sewer	500,000	416,667	-	-
Total Transfers to Capital Improven	<u>1,000,000</u>	<u>833,333</u>	<u>-</u>	<u>-</u>
 Revenue over (under) expenditures	 (857,500)	 (748,127)	 90,772	 117,899
 Fund balance, beginning of year	 <u>2,373,797</u>	 <u>2,388,177</u>	 <u>2,388,177</u>	 <u>2,194,797</u>
 Fund balance, end of period	 <u>\$ 1,516,297</u>	 <u>\$ 1,640,050</u>	 <u>\$ 2,478,949</u>	 <u>\$ 2,312,696</u>

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
October 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 3,749,296	\$ 3,486,387
Accounts receivable	324	324
Total Assets	<u>\$ 3,749,620</u>	<u>\$ 3,486,711</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 29,213	\$ 36,063
Claims payable	311,800	175,000
Unrestricted net assets	3,408,607	3,275,648
Total Liabilities and Fund Balance	<u>\$ 3,749,620</u>	<u>\$ 3,486,711</u>

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue				
Medical Premiums-City	\$ 2,213,369	\$ 1,860,762	\$ 1,942,652	\$ 2,022,609
Medical Premiums-Employee	478,630	403,167	369,211	412,802
Other - Invest Income, Rebates	159,800	133,166	96,686	172,315
Medical Revenue	<u>2,851,799</u>	<u>2,397,095</u>	<u>2,408,549</u>	<u>2,607,726</u>
Dental Premiums-City	112,000	95,070	127,779	99,513
Dental Premiums-Retirees	3,600	3,600	3,027	2,592
Dental Premiums-Employee	60,000	50,943	48,044	47,932
Dental Revenue	<u>175,600</u>	<u>149,613</u>	<u>178,850</u>	<u>150,037</u>
Total Revenue	<u>3,027,399</u>	<u>2,546,708</u>	<u>2,587,399</u>	<u>2,757,763</u>
Expenditures:				
Medical				
Medical claims	1,848,536	1,525,415	1,426,175	932,808
Prescription drug claims	-	-	156,574	158,812
Refunds-Stop Loss Coverage	-	-	(87,883)	(5,394)
Total Claims	<u>1,848,536</u>	<u>1,525,415</u>	<u>1,494,866</u>	<u>1,086,226</u>
Medical Claim Fees	107,041	92,178	150,230	124,094
Stop Loss Premiums	540,610	455,435	443,925	428,640
Other - Miscellaneous	177,245	117,882	18,689	18,438
HSA Contributions	224,650	181,448	111,063	180,281
Plan Administration	-	-	39,250	-
Total Medical Costs	<u>2,898,082</u>	<u>2,372,358</u>	<u>2,258,023</u>	<u>1,837,679</u>
Dental				
Active Employees & COBRA	179,000	153,468	157,335	127,263
Retiree	5,700	5,187	7,065	5,694
Total Dental Costs	<u>184,700</u>	<u>158,655</u>	<u>164,400</u>	<u>132,957</u>
Total Expenditures	<u>3,082,782</u>	<u>2,531,013</u>	<u>2,422,423</u>	<u>1,970,636</u>
Revenue over (under) expenditures	(55,383)	<u>\$ 15,695</u>	164,976	787,127
Net assets, beginning of year	<u>2,488,521</u>		<u>3,243,631</u>	<u>2,488,521</u>
Net assets, end of period	<u>\$ 2,433,138</u>		<u>\$ 3,408,607</u>	<u>\$ 3,275,648</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
October 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 237,540	\$ 241,335
Investments held in trust - Fixed Inc	2,803,166	2,598,127
Investments held in trust - Equities	5,999,813	3,874,129
Accounts receivable	18,129	13,240
Total Assets	\$ 9,058,648	\$ 6,726,831
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 5,641	\$ 3,829
Claims payable	16,600	10,000
Net assets held in trust for post emp	9,036,407	6,713,002
Total Liabilities and Fund Balance	\$ 9,058,648	\$ 6,726,831

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2021 and 2020

<u>Revenue</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 235,338	\$ 196,682
Medical Charges - Retirees	163,135	140,995
Medical Revenue	398,473	337,677
Expenditures:		
Retirees-Medical		
Medical claims	145,875	104,471
Prescription drug claims	105,345	78,539
Refunds-Stop Loss Coverage	(8,345)	-
Total Claims-Retirees	242,875	183,010
Medical Claim Fees	21,553	18,190
Stop Loss Premiums	77,595	57,893
Miscellaneous Expense	133	(195)
ACA Fees	-	127
Total Medical Costs-Retirees	342,156	259,025
Revenue over (under) expenditures	56,317	78,652
Annual Required Contribution-Net	117,412	132,298
Other - Investment Income, etc.	1,067,764	(36,708)
Total Revenues	1,185,176	95,590
Net Revenues (Expenditures)	1,241,493	174,242
Net assets, beginning of year	7,794,914	6,538,760
Net assets, end of period	\$ 9,036,407	\$ 6,713,002

<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;">December 7, 2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Paul R. Conforti, et al. v City of Franklin, et al., Milwaukee County Circuit Court, Case No. 20-CV-0758.</i> The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14.</p>

COUNCIL ACTION REQUESTED

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

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>December 7, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p><i>3151 W Elm Road, LLC v City of Franklin, Milwaukee County Circuit Court, Case No. 20-CV-3637. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p>ITEM NUMBER</p> <p>G.15.</p>

COUNCIL ACTION REQUESTED

As *3151 W Elm Road, LLC v City of Franklin, Milwaukee County Circuit Court, Case No. 20-CV-3637* is a litigation matter which is in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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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;">December 7, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Franklin Community Advocates, et al. v City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.16.</p>

COUNCIL ACTION REQUESTED

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

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/07/21
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of December 07, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda***

Alderman Room

December 7, 2021 – 6:00 p.m.

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New	Krieger, Lillian D Milwaukee Burger Company			
Operator 2021-2022 New	Stublaski, Natalie M Hideaway Pub & Eatery			
Operator 2021-2022 New	White, Takara L Big Daddy's BBQ and Soul Food			
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. Dates of Event: 6/25/2022 – 6/26/2022 Location: Xaverian Missionaries, 4500 W. Xavier Dr.			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Noon Lions Club – Civic Celebration & St. Martin's Fair Fee Waivers: Civic Celebration Licenses – Temporary Class "B" Beer, Operators, Food; St. Martin's Fair Labor Day Licenses –Temporary Class "B" Beer, Operators, Peddler's Permit. Dates of Events: 7/1 – 7/4/2022; 9/4 – 9/5/2022. Locations: Civic Celebration/St. Martin's Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lions Foundation – Meetings & Fund Raisers Fee Waivers: Park Permits – Easter Egg Hunt, Club Meetings; St. Martin's Fair Labor Day Licenses – Temporary Class "B" Beer, Operators, Peddler's Permit. Dates of Events: 4/16/2022, 6/14/2022, 7/12/2022, 9/13/2022; 9/4-9/5/2022. Locations: Lions Legend Park 1, Ken Windl Pavilion, St. Martin's 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, Inc – Free Concerts Fee Waivers: Park Permits, Band Shell Fees Dates of Events: 6/26/2022, 7/10/2022, 7/24/2022, 8/07/2022, and 8/21/2022 Location: Lions Legend Park 1			
		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 <i>PS slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/7/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated November 12, 2021 through December 2, 2021 Nos 185318 through Nos 185513 in the amount of \$ 3,477,079 54 Also included in this listing are EFT's Nos 4757 through Nos 4774, Library vouchers totaling \$ 41,445 40, Tourism vouchers totaling \$76 73 and Water Utility vouchers totaling \$ 29,710 42 Voided checks in the amount of (\$ 152,944 21) are separately listed</p> <p><i>**Included in this distribution listing are payments to ATC for \$60,000, Trust Acct Kamenick Law Office for \$ 23,000 and DF Tomasani for \$162,862 04 which were approved for release at the Council meeting on November 16, 2021</i></p> <p>Early release disbursements dated November 12, 2021 through December 1, 2021 in the amount of \$ 2,987,450 47 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 November 19, 2021 is \$ 422,493 65, previously estimated at \$ 413,000 Payroll deductions dated November 19, 2021 are \$ 447,683 93, previously estimated at \$ 460,000</p> <p>The net payroll dated December 3, 2021 is \$ 425,535 84 previously estimated at \$ 405,000 Payroll deductions dated December 3, 2021 are \$ 244,211 52, previously estimated at \$ 235,000</p> <p>The estimated payroll for December 17, 2021 is \$ 440,000 with estimated deductions and matching payments of \$ 485,000</p> <p>There were no Property Tax disbursements</p> <p>Approval to release payment to Payne & Dolan for the purchase of land at the southwest corner of Drexel Ave and 51st Street, not to exceed \$16,000</p>		
COUNCIL ACTION REQUESTED		
<p>Motion approving the following</p>		
<ul style="list-style-type: none"> • City vouchers with an ending date of December 2, 2021 in the amount of \$ 3,477,079 54 and • Payroll dated November 19, 2021 in the amount of \$ 422,493 65 and payments of the various payroll deductions in the amount of \$ 447,683 93, plus City matching payments and • Payroll dated December 3, 2021 in the amount of \$ 425,535 84 and payments of the various payroll deductions in the amount of \$ 244,211 52, plus City matching payments and • Estimated payroll dated December 17, 2021 in the amount of \$ 440,000 and payments of the various payroll deductions in the amount of \$ 485,000, plus City matching payments and • Approval to release payment to Payne & Dolan, not to exceed \$16,000 		
<p>ROLL CALL VOTE NEEDED</p>		