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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, JANUARY 19, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of January 5, 2021.
- D. Hearings.
- E. Organizational Business:

The Mayor has made the following appointments for Council confirmation:

1. David Cyra, 8622 S. Avian Way, Ald. Dist. 1 – Architectural Board, for a 3 year unexpired term expiring April 30, 2021.
2. David Cyra, 8622 S. Avian Way, Ald. Dist. 1 – Architectural Board, for a 3 year term expiring April 30, 2024.
3. Steve Smith, 7933 W. Park Circle Way S., Ald. Dist. 6 – Economic Development Commission, for a 2 year unexpired term expiring June 30, 2022.
4. Sudarshan Sharma, 6845 S. 68th St., Apt. 104, Ald. Dist. 2 – Environmental Commission, for a 3 year unexpired term expiring April 30, 2021.
5. Sudarshan Sharma, 6845 S. 68th St., Apt. 104, Ald. Dist. 2 – Environmental Commission, for a 3 year term expiring April 30, 2024.
6. Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 – Fair Commission, for a 3 year unexpired term expiring April 30, 2023.
7. Stuart Kuzik, 9934 W. Elm Ct., Ald. Dist. 6 – Finance Committee, for a 1 year unexpired term expiring April 30, 2021.
8. Stuart Kuzik, 9934 W. Elm Ct., Ald. Dist. 6 – Finance Committee, for a 1 year term expiring April 30, 2022.
9. Curtis Schmitt, 10505 W. Candlestick Ln., Ald. Dist. 2 – Finance Committee, for a 1 year unexpired term expiring April 30, 2021.
10. Curtis Schmitt, 10505 W. Candlestick Ln., Ald. Dist. 2 – Finance Committee, for a 1 year term expiring April 30, 2022.
11. Jon TenHaken, 9257 S. Sherwood Dr., Ald. Dist. 4 – Mayoral Appointment to the Quarry Monitoring Committee, for a 3 year unexpired term expiring May 31, 2022.

12. Norman Mackesen, 8050 W. Lake Pointe Dr., Ald. Dist. 1 – Technology Commission, for a 3 year unexpired term expiring April 30, 2022.
13. Patrick Hammer, 9720 S 112th St., Ald. Dist. 6 – Board of Zoning and Buildings Appeals as an Alternate Member, for a 3 year unexpired term expiring April 30, 2022.
14. Ryan Ross, 3800 West Mary Ann Dr., Ald. Dist. 5 – Board of Zoning and Buildings Appeals, for a 3 year unexpired term expiring April 30, 2023.
15. Nancy Chu, 7350 S. Lovers Land Rd., Apt. 358, Ald. Dist. 2 – Architectural Board as an Alternate Member, for a 3 year term expiring April 30, 2021.
16. Nancy Chu, 7350 S. Lovers Land Rd., Apt. 358, Ald. Dist. 2 – Architectural Board as an Alternate Member, for a 3 year term expiring April 30, 2024.

F. Letters and Petitions.

G. Reports and Recommendations:

1. A Resolution in Ratification of A Proclamation to Extend the Time Period of the Public Health Emergency provided for in Resolution No. 2020-7653, in part entitled A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring a Public Health Emergency In Response to the Coronavirus Disease 2019 (COVID-19), as Amended, Until June 5, 2021.
2. Franklin Senior Citizens Travel Program Update for 2020 Year End.
3. Franklin Senior Citizens, Inc. Program Update for 2020 Year End.
4. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Operate a Biggby Coffee Franchise with a Drive-Up Window out of an Existing Vacant Space (Unit 100) Within a Multi-Tenant Building Located at 7700 South Lovers Lane Road, (Cream City Ventures, LLC, Applicant).
5. A Resolution Conditionally Approving a Land Combination and an Affidavit of Correction to Relocate a 20' Storm Water Drainage Easement for Tax Key Nos. 754-0080-000 and 754-0081-000 (7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive (Lots 10 and 11 of the Oakes Estates Subdivision)) (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, Applicants).
6. An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budgets for the General Fund and Capital Outlay Fund to Provide Carryforward Appropriations from 2020 to 2021 for Compensation and Capital Projects.
7. Request Common Council Approval to Purchase a Hurst E-Draulic “Combi-Tool” for Vehicle and Machinery Extrication Operations for the Franklin Fire Department at a Cost Not to Exceed \$13,550.
8. Authorize Two (2) Change Orders in Regard to the BS&A Community Development and Complaint Software Implementation Project; Approve the Purchase of Seven (7) Laptops for Inspection Services Field Inspectors in Conjunction with the Implementation; and Authorize a 2021 Budget Amendment.
9. Authorization for Sewer and Water Staff to Solicit Quotes for Equipment Considered in the 2021 Sewer/Water Capital Expenditures Outlay Funds.
10. Authorization for the Department of Public Works to Purchase Vehicles and Equipment.
11. Extension of Towing Contract for 2021-2022.

Common Council Meeting Agenda

January 19, 2021

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- 12. Reschedule Common Council Meetings of February 16, 2021 and April 6, 2021 and Summer Meeting Schedule for 2021.
- 13. Authorize a 2021 Consulting Service Agreement with USI Insurance Services, LLC for Employee and Retiree Health Insurance and Other Ancillary Benefits.
- 14. Orville Seymer v. City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. 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 January 19, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

[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:

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

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 5, 2021
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on January 5, 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 Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm (via teleconference), Alderman Mike Barber (via teleconference) and Alderman John R. Nelson. Excused was Alderwoman Shari Hanneman. Also present were Dir. of Administration Peggy Steeno, Police Chief Rick Oliva (via teleconference), Director of Finance & Treasurer Paul Rotzenberg, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:31 p.m. and closed at 6:40 p.m.
- MINUTES
DEC. 15, 2020 C. Alderman Dandrea moved to approve the minutes of the regular Common Council meeting of December 15, 2020 as presented at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.
- FIRE DEPARTMENT
UTILITY VEHICLE G.1. Alderman Mayer moved to approve the Fire Department request to trade-in a 2007 Ford Explorer, in the purchase of a 2020 Ford Edge SUV for use by Community Risk Reduction (Fire Prevention) Bureau. Seconded by Alderman Nelson. All voted Aye; motion carried.
- BAYCOM SERVICE
AGREEMENT G.2. Alderman Nelson motion to authorize the Chief of Police to sign the Baycom Service Agreement for \$65,422.00 for Police Department equipment, including such changes to the form and content as approved by the Police Chief and City Attorney. Seconded by Alderman Mayer. All voted Aye; motion carried.
- CORONAVIRUS
LAW
ENFORCEMENT
GRANT G.3. Alderman Mayer moved to approve participation in the Coronavirus Emergency Supplemental Fund, Municipal Law Enforcement Population of 20,000 – 49,999 Grant and authorize execution of the Agreement, Terms and Certification. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- COVID-19 CONTACT
TRACING G.4. Alderman Dandrea moved to approve authorization for the Director of Health and Human Services to execute a contract with Maxim Healthcare Staffing Solutions, Inc. to provide COVID-19 contact tracing services, subject to minor and technical changes by the Director of Health and Human Services and the City Attorney, and the Mayor, City Clerk, and Director of Finance & Treasurer additionally be authorized to execute the contract. Seconded by Alderman Nelson. All voted Aye; motion carried.

STRATEGIC
PREVENTION
FRAMEWORK
GRANT

G.5. Alderman Barber moved to authorize the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant for 2021, subject to changes as to form and content as approved by the Director of Health and Human Services, Director of Finance & Treasurer, and City Attorney. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2021-7701
2 LOT CSM
11595 W. FOREST
HOME AVE.

G.6. Alderman Mayer moved to adopt Resolution No. 2021-7701, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN (P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT) (AT 11595 WEST FOREST HOME AVENUE). Seconded by Alderman Dandrea. All voted Aye; motion carried.

STANTEC
CONSULTING
SERVICES INC.

G.7. Alderwoman Wilhelm moved to approve the Quarry Monitoring Professional Services Agreement containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$45,000 subject to technical corrections by staff and the City Attorney. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2020-7702
SPECIAL USE
NOVA SALON
SUITES

G.8. Alderman Nelson moved to adopt Resolution No. 2021-7702, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A HAIR SALON USE UPON PROPERTY LOCATED AT 10700 WEST VENTURE DRIVE, SUITE A. (NOVA SALON SUITES, LLC, APPLICANT) Seconded by Alderman Dandrea. All voted Aye; motion carried.

JACK WORKMAN
PARK CULVERT

G.9. Alderman Barber moved to direct the City of Franklin Department of Public Works to replace the footbridge at Jack Workman Park (3674 W. Forest Hill Ave.) with a culvert. Seconded by Alderman Mayer. All voted Aye; motion carried.

GRANT AUDIT
WITH BAKER TILLY

G.10. Alderman Dandrea moved to authorize engagement of a 2020 Single Audit of Federal and Wisconsin Grant dollars with Baker Tilly for the amount not to exceed \$13,000.00 with funding from the 2020 CARES Grant, and subject to minor and technical corrections by the Director of Finance & Treasurer and the City Attorney. Seconded by Alderman Barber. All voted Aye; motion carried.

NOV. 2020
FINANCIAL REPORT

G.11. Alderman Barber moved to receive and place on file the November, 2020 Monthly Financial Report. Seconded by Alderman Dandrea. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following:

Grant 2020-2021 Operator licenses to: Ann M. Thaler, 9044 W. Elm Ct. Unit D, with a warning letter from the City Clerk; Mayrene Y. Garcia, 2525 N. 60th St., Milwaukee; Robin L. Raasch, 3168A S. 25th St., Milwaukee; Calahan M. Schultz, 26312 Nordic Ridge Dr., Waterford;

Approve the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the Franklin Lions Foundation, Meetings & Fund Raisers: St. Martins Fair Permit, Park Permits, Temporary Class B Beer, and Operator's License, Event Dates: 4/3/21, 7/13/21, 7/27/21, 8/10/21, 9/5/21, 9/6/21, St. Martins Fair and Lions Legend Park 1; and

Hold for appearance the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant application from Rainbow Aero Modelers Society, Metal Carport: Planning and Inspection Permits, Spring/Summer 2021, 7000 W Oakwood Rd.

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

VOUCHERS AND
PAYROLL

I. Alderman Dandrea moved to approve the following:

City vouchers with an ending date of January 2, 2021 in the amount of \$3,470,017.75; Payroll dated December 18, 2020 in the amount of \$425,007.37 and payments of the various payroll deductions in the amount of \$241,540.85 plus City matching payments; Estimated payroll dated December 31, 2020 in the amount of \$419,113.90 and payments of the various payroll deductions in the amount of \$428,510.58, plus City matching payments; Estimated payroll dated January 15, 2021 in the amount of \$545,000 and payments of the various payroll deductions in the amount of \$336,000.00, plus City matching payments; Property Tax disbursements with an ending date of December 30, 2020 in the amount of \$25,585,864.80. Approval to release payment to Heartland Business Systems in the amount of \$1,295.07. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderwoman Wilhelm moved to adjourn the meeting at 7:11 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Shw</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;">01-19-21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Mayoral Appointments</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">E.</p>

The Mayor has made the following appointments for Council confirmation:

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COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

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Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, December 17, 2020 8:48 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Steve Smith
PhoneNumber:
EmailAddress:
YearsasResident: .25
Alderman: 6
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: yes
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Advocate Aurora Health
CompanyAddressJob1: 750 W Virginia St., Milwaukee, WI 53204
TelephoneJob1: 414-299-1678
StartDateandPositionJob1: July, 2011 - Senior Research Analyst
EndDateandPositionJob1: Still employed - Senior Research Analyst
CompanyNameJob2: Alverno College
AddressJob2: 3400 S 43rd St., Milwaukee, WI 53234
TelephoneJob2: 414-382-6000
StartDateandPositionJob2: Aug., 1994 - Adjunct Instructor

EndDateandPositionJob2: still employed - Adjunct Instructor

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Steven G Smith

Date: 12/17/2020

Signature2: Steven G Smith

Date2: 12/17/2020

Address: 7933 West Park Circle Way S

PriorityListing:

WhyInterested:

I am very interested in helping guide the continued growth of Franklin in terms of economic development, with a focus on increasing tax receipts contributed by appropriate and forward looking commercial/industrial businesses. I am strongly supportive of efforts to find and promote compatible businesses that are looking to make Franklin their home.

DescriptionofDutiesJob1:

Design and manage consumer insights research studies. Work with internal clients to identify and address research objectives. Analyze and report on data collected through patient and consumer surveys.

DescriptionofDutiesJob2:

I teach Probability and Statistics courses to Alverno nursing students at the bachelors and masters levels.

DescriptionofDutiesJob3:

AdditionalExperience:

1988-1990 - Community Development Director, Bay View Business Association - I administered community block grant funding to assist and promote economic development efforts in the Kinnickinnic Avenue business district of Milwaukee. 2005-2008 - Treasurer - Whitnall Falcon Booster Club - served as a volunteer treasurer for this organization that supported high school athletes attending Whitnall High School. 2013-2018 - Board Member, Scholarship Chair, Jazz Unlimited of Greater Milwaukee - served on the board of this membership organization of jazz musicians and enthusiasts.

ClientIP: 72.128.100.101

SessionID: ifsvtahqqohvt021rklmoxrj

[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Sunday, December 13, 2020 10:02 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Sudarshan Sharma
PhoneNumber:
EmailAddress:
YearsasResident: 7
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: yes
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: yes
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: yes
QuarryMonitoringCommittee: no
TechnologyCommission: yes
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: yes
BoardWaterCommissioners: no
CompanyNameJob1: Galland Henning Nopak, Inc.
CompanyAddressJob1: 10179 S 57th St., Franklin, WI 53132
TelephoneJob1: 414-847-1989
StartDateandPositionJob1: July 18th, 2016 / Chief Engineer
EndDateandPositionJob1: Current
CompanyNameJob2: Oilgear
AddressJob2: Wausau, Milwaukee, Traverse City
TelephoneJob2:
StartDateandPositionJob2: 01/2012 - Engineering Manager

EndDateandPositionJob2: 06/2016- Engineering Manager
CompanyNameJob3: Eaton
AddressJob3: Decatur, AL
TelephoneJob3:
StartDateandPositionJob3: 10/2006 - Senior Engineer
EndDateandPositionJob3: 12/2011 - Senior Engineer
Signature: Sudarshan Sharma
Date: 12/13/2020
Signature2: Sudarshan Sharma
Date2: 12/13/2020
SourceDocID: 9278
SourceNavName: Volunteer Fact Sheet
Address: 6845 S 68th St., Apt. 104, Franklin, WI 53132
PriorityListing: Waste facilities Monitoring Committee Board of Public Works Technology commission
WhyInterested: I am an engineer by profession. I would like to use my education and experience for public benefit besides earning my livelihood.
DescriptionofDutiesJob1: Manage Engineering department
DescriptionofDutiesJob2: Manage Engineering Department
DescriptionofDutiesJob3: Design hydraulic cylinders for a variety of applications
AdditionalExperience: I have a Professional Engineering License from the stat of Texas. To maintain the continuing education requirement for license renewal every year, I have taken multiple courses offered by MATC in the area of Boiler operation, HVAC, etc.
ClientIP: 70.92.166.79
SessionID: svfziuykzmmppcck4b53hw2em
[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Wednesday, September 30, 2020 1:28 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Wayne Hustad
PhoneNumber:
EmailAddress:
YearsasResident: 10
Alderman: 2
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: yes
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Walgreens Co.
CompanyAddressJob1: 6241 South Parkard Avenue, Cudahy, WI. 53110
TelephoneJob1: 414-762-9717
StartDateandPositionJob1: May 1985 Pharmacist
EndDateandPositionJob1: January 2015 Pharmacy Manager
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanynameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Wayne Hustad

Date: 09-30-2020

Signature2: Wayne Hustad

Date2: 09-30-2020

SourceDocID: 9278

SourceNavName: Volunteer Fact Sheet

Address: 10320 West Saint Martins Road

PriorityListing:

WhyInterested:

I live on Saint Martins Road. I have been following the Fair Commission for years. I would be more knowledgeable about this commission because of having lived on Saint Martins Road for more than 10 years.

DescriptionofDutiesJob1:

Was in charge of the pharmacy and all that it entailed. Duties included hiring, inventory, evaluations, ordering, following all of the laws pertaining to running a pharmacy and all other aspects of a retail pharmacy.

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

Also a member of the Franklin Lions club which participates in the labor day fair.

ClientIP: 70.92.145.14

SessionID: 4h1ipb2k0fuuc3ixmu5v3ys4

[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Friday, October 16, 2020 1:05 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Stuart Kuzik
PhoneNumber:
EmailAddress:
YearsasResident: 7
Alderman: 6
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: yes
EconomicDevelopmentCommission: yes
EnvironmentalCommission: no
FinanceCommittee: yes
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: yes
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: yes
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Wisconsin Diversified Investments
CompanyAddressJob1: Racine, WI
TelephoneJob1: 414-350-4207
StartDateandPositionJob1: 2019
EndDateandPositionJob1: Present - Chief Operating Officer
CompanyNameJob2: Wisconsin Housing and Economic Development Authority
AddressJob2: Madison, WI
TelephoneJob2: 800-947-3529
StartDateandPositionJob2: 2017

EndDateandPositionJob2: 2019 - Director of Business and Community Engagement
Company NameJob3: TruStone Financial
AddressJob3: Cudahy, WI
TelephoneJob3: 800-862-1998
StartDateandPositionJob3: 2014
EndDateandPositionJob3: 2017 / AVP Commercial Lending Officer
Signature: stuart kuzik
Date: 10/16/2020
Signature2: stuart kuzik
Date2: 10/16/2020
Address: 9934 W. Elm Ct.
PriorityListing: Economic Development Commission Community Development Authority
Finance Committee Plan Commission Bo

WhyInterested: Having traveled the state working on these issues and meeting with municipal leadership I'm uniquely experienced in the subject matter, its implications, and also the resources available. I have a deep curiosity for the theory and the practice of growing communities. I believe using our unique tools to help others leads to a fulfilling life and is our responsibility.

DescriptionofDutiesJob1:

- Manage operations of private equity company • Create policies and procedures • Perform investment and portfolio analysis • Negotiate project and deal structures • Solicit projects and investors
- Manage statewide sales/outreach staff • Participate in Senior Management and Assist in the organization's strategic plan • Manage a New Markets Tax Credit pipeline of over \$400 Million annually • Act as subject matter expert internally and externally • Promote and educate stakeholders on WHEDA products at speaking engagements • Manage \$1.8 million department budget
- Formal representation of the organization in the absence of the CEO/ED • Train lending partners on economic development products
- Generate low LTV 1031 lending opportunities • Operate all of the commercial activity for Wisconsin & Northern Illinois • Prepare loan presentations for committee and/or approval process • Manage a portfolio of the bank's commercial clients from merger/acquisition • Train new commercial lenders • Manage back office support

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience: Currently I run private equity investments for a private group of investors, am a former landlord, and I have owned a few small businesses. I also volunteer to teach the smart start for businesses through a local CDFI and judge the state competition for DECA

ClientIP: 65.26.253.94
SessionID: 030teasjyqyx3ijmdfernffk
[See Current Results](#)

Shirley Roberts

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

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

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

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

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

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

ClientIP: 69.135.22.126
SessionID: h53bladpd1zgo3hlpq2tweyc
[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Saturday, December 12, 2020 5.23 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Jon TenHaken
PhoneNumber:
EmailAddress:
YearsasResident: 8
Alderman: 4
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: yes
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Hunger Task Force Farm
CompanyAddressJob1: 9000 S 68th St. Franklin
TelephoneJob1: 414-777-0483
StartDateandPositionJob1: 8/2020 Farmhand
EndDateandPositionJob1: 11/2020 Farmhand
CompanyNameJob2: Caterpillar Inc.
AddressJob2: 1118 E Rawson Ave. South Milwaukee
TelephoneJob2: 414 768-4000
StartDateandPositionJob2: 1/2000 Associate Engineer

EndDateandPositionJob2: 6/2020 Engineering Specialist

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Jonathan TenHaken

Date: 12/12/20

Signature2: Jonathan TenHaken

Date2: 12/12/20

Address: 9257 S Sherwood Dr

PriorityListing:

WhyInterested:

My 20 year career in the construction and mining equipment industry has led to my interest in quarries. I also currently have some free time I would like to fill by volunteering.

DescriptionofDutiesJob1:

Harvesting and preparing produce for distribution into the food bank's network.

DescriptionofDutiesJob2:

Design, testing, and analysis of construction and mining equipment.

DescriptionofDutiesJob3:

AdditionalExperience:

ClientIP: 65.31.185.122

SessionID: aqjplmjpoq52o0hohosmpdb5

[See Current Results](#)

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

2006 SEP 25 10:00 AM
CITY OF FRANKLIN

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name

NORMAN (Norm) MACKENSEN

Address

8050 W. LAKE POINTE DR, FRANKL.

Phone Number

E-Mail

Length of Time a Franklin Resident

17 years

Alderman or District Number

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|---|--|
| <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Civic Celebrations Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Forward Franklin Economic Development Comm. |
| <input type="checkbox"/> Fair Commission | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Parks Commission |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Personnel Committee | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Board of Public Works | <input type="checkbox"/> Board of Water Commissioners |
| <input checked="" type="checkbox"/> Technology Commission | <input type="checkbox"/> Waste Facility Siting Committee |
| <input type="checkbox"/> Board of Zoning and Building Appeals | <input type="checkbox"/> Waste Facilities Monitoring Committee |

Why are you interested in joining this (these) particular Board and/or Commission?

I have an interest in helping my city with my technical skills & experiences.

VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Retired

Company Name: CLARIOS	Address: GLENDALE	Telephone: 414-524-1200
Date started: JUNE 2019	Starting Position: CHIEF INFORMATION Sec. OFFICER	
Date left: Feb 2020	Position upon leaving: SAME	
Description of duties: RISK & COMPLIANCE, IT GLOBAL INFORMATION SECURITY, ASSET MGT		

Company Name: BRIGGS & STRATTON	Address: WAUWATOSA	Telephone: 414 259-5333
Date started: MAY 2011	Starting Position: DIRECTOR IT	
Date left: FEB 2020 June 2019	Position upon leaving: DIRECTOR IT	
Description of duties: GLOBAL ASSET MANAGEMENT, RECORDS IT APPLICATIONS, SECURITY, FINANCE, INFRASTRUCTURE		

Company Name: ROUNDY'S	Address: MILWAUKEE	Telephone: 414-282-1880
Date started: JUNE 2006	Starting Position: IT MANAGER	
Date left: JUNE 2 MAY 2011	Position upon leaving: DIR. IT	
Description of duties: IT INFRASTRUCTURE, OUTSOURCING, SECURITY,		

ADDITIONAL EXPERIENCE OR QUALIFICATIONS: List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

I'm very interested in building the City of Franklinsville IT capabilities for future growth.

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

Signature:

[Handwritten Signature]

Date:

9/25/2020

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Tuesday, October 20, 2020 10:39 PM
To: Lisa Huening; Shirley Roberts, Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Patrick Hammer
PhoneNumber:
EmailAddress:
YearsasResident: 4
Alderman: John Nelson (6)
ArchitecturalBoard: yes
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: yes
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: yes
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Freight Runners Express, Inc.
CompanyAddressJob1: 1901 E Layton Ave, Milwaukee, WI 53235
TelephoneJob1: 414-744-5525
StartDateandPositionJob1: 11/1/2001 / Line Pilot
EndDateandPositionJob1: Still Employed / President
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

Company NameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Patrick M Hammer

Date:

10/20/2020

Signature2:

Patrick M Hammer

Date2:

10/20/2020

Address:

9720 S 112th Street Franklin, WI 53132

PriorityListing:

1 - Architectural Review Board 2 - Plan Commission 3 - Board of Zoning & Building Appeals

WhyInterested:

My wife and I purchased our house in Franklin shortly before getting married, I work at General Mitchell International Airport, she is a nurse and worked in Lake Geneva prior to our daughter being born. When we were looking for a house we wanted a location with low crime, great property, great schools and have an overall high quality of life, with that we chose Franklin. As we are not planning on relocating anytime soon (or ever) I would like to use my knowledge and skills I have acquired as the president of a company with annual sales in excess of 25MM, to continue to make Franklin a great community and desirable community to live and work in. Since becoming President of Freight Runners Express, Inc. I have directly contributed to more than a 300% increase in annual sales. I have directly assisted in the remodeling of our current maintenance and operations facility and have first hand knowledge of architectural and building code requirements.

DescriptionofDutiesJob1:

Develop, formulate and implement all plans, policies and goals for the Company. Assist other management personnel in the completion of their assigned duties and functions.

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

ClientIP:

162.72.73.250

SessionID:

ir4yyzhetudfyyxkdfdjak4s

[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Tuesday, December 29, 2020 12:23 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Ryan J Ross
PhoneNumber:
EmailAddress:
YearsasResident: 4
Alderman:
ArchitecturalBoard: yes
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: yes
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: M.A. Mortenson
CompanyAddressJob1: 115 s 84th street suite 400
TelephoneJob1: 262-879-2582
StartDateandPositionJob1: 11-2016
EndDateandPositionJob1:
CompanyNameJob2: Wall tech
AddressJob2: 6135 N. American lane deforest WI
TelephoneJob2: 608-257-1595
StartDateandPositionJob2: 6-2013

EndDateandPositionJob2: 11-2016
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Ryan Ross
Date: 12-29-2020
Signature2: Ryan Ross
Date2: 12-29-2020
Address: 3800 West Mary Ann Drive
PriorityListing: Architecture board, zoning board
WhyInterested: I love construction and my city. I'd love to help.
DescriptionofDutiesJob1: Journeyman Carpenter
DescriptionofDutiesJob2: Journeyman Carpenter
DescriptionofDutiesJob3:
AdditionalExperience: I've worked construction more than half my life. And I'm looking to get my foot into Franklin politics. I love my community and I'm looking to do more.
ClientIP: 107.77.209.40
SessionID: ol540ljexnmleprkkwhlz22j
[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Wednesday, October 14, 2020 7:29 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Nancy S. Chu
PhoneNumber:
EmailAddress:
YearsasResident: 8
Alderman:
ArchitecturalBoard: yes
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: yes
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: UW Stevens Point
CompanyAddressJob1: Stevens Point
TelephoneJob1:
StartDateandPositionJob1: August 2018 Associate Lecturer
EndDateandPositionJob1: 2019 Associate Lecturer
CompanyNameJob2: U Texas San Antonio
AddressJob2: San Antonio
TelephoneJob2:
StartDateandPositionJob2: August 2017 Associate Professor

EndDateandPositionJob2: 2018 Associate Professor
CompanyNameJob3: UW-Milwaukee
AddressJob3: UW-Milwaukee
TelephoneJob3:
StartDateandPositionJob3: January 2017 Lecturer
EndDateandPositionJob3: May 2017 Lecturer
Signature: Nancy S. Chu
Date: October 14, 2020
Signature2: Nancy S. Chu
Date2: October 14, 2020
Address: 7350 S. Lovers Lane Road, Apt. 258, Franklin, WI 53132
PriorityListing: 1. Architectural Review Board 2. Environmental Commission 3. Parks Commission
WhyInterested: 1. Architectural Review Board - I am a retired Architecture Asst. Professor and would like to contribute my knowledge/time to my community. 2. Environmental Commission - Climate Change is not a debate but is a subject that affect every being on this earth, and we only have this one to hang on to. 3. Parks Commission - I was working in the landscape industry for over 7 years, won the design award (Konkel Park, City of Greenfield), and I love and care about plants which have great beneficial values to our living environment.
DescriptionofDutiesJob1: Survey other culture and practices with a broad understanding by observing their daily activities within a given living environment.
DescriptionofDutiesJob2: Taught 1. Junior and Senior Level Design Studio (Walkable and Accessible Community Design Studio) and 2. Architectural Drawings - from developing basic quick sketch to 3-D drawings to scale plan drawings.
DescriptionofDutiesJob3: Design lecture - Sophomore level, understand and visualize various changes, and redesign the living environments to suit the users' needs.
AdditionalExperience: Hobbies and previous Working/Academic Experience - enjoy drawings/paintings, like to try different mediums; enjoy the outdoor, i.e. walk in the park and/or hiking, landscape photography; singing in a choir (Bel Canto); creative cooking especially during this pandemic period - Earned my B.S., M.S., and Ph.D. in Architecture at UW-Milwaukee. Awarded three years of fellowship during the process. - In addition to worked as a Landscape Designer for the State Fair Park, I also designed and offered consultation of landscape to commercial and residential clients in the SE Wisconsin area. Awarded First Place in the redesign of Konkel Park, City of Greenfield - Property and Casualty Insurance brokerage client representative in downtown Milwaukee, dealt with clients and resolved any insurance issues, awarded First in Service for the Midwest Region.
ClientIP: 107.217.47.131
SessionID: xunryghmzowadugmqwoxpy0a
[See Current Results](#)

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>January 19, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution in Ratification of A Proclamation to Extend the Time Period of the Public Health Emergency provided for in Resolution No. 2020-7653, in part entitled A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring a Public Health Emergency In Response to the Coronavirus Disease 2019 (COVID-19), as Amended, Until June 5, 2021</p>	<p>ITEM NUMBER</p> <p><i>G.1.</i></p>

Attached is a copy of the above referenced Proclamation and a draft of the above-entitled Resolution.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution in Ratification of A Proclamation to Extend the Time Period of the Public Health Emergency provided for in Resolution No. 2020-7653, in part entitled A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring a Public Health Emergency In Response to the Coronavirus Disease 2019 (COVID-19), as Amended, Until June 5, 2021.

A PROCLAMATION TO EXTEND THE TIME PERIOD OF THE PUBLIC HEALTH EMERGENCY PROVIDED FOR IN RESOLUTION NO. 2020-7653, IN PART ENTITLED A RESOLUTION TO AMEND A RESOLUTION IN RATIFICATION OF A PROCLAMATION DECLARING A PUBLIC HEALTH EMERGENCY IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19), AS AMENDED, UNTIL JUNE 5, 2021

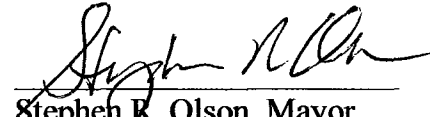
WHEREAS, prior actions with regard to the COVID-19 pandemic, by the Mayor and the Common Council, include the Proclamation Declaring a Public Health Emergency executed by the Mayor on March 16, 2020, and Resolution No. 2020-7605 adopted by the Common Council on March 17, 2020 incorporating same, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 adopted by the Common Council on April 21, 2020, Resolution No. 2020-7628 adopted by the Common Council on May 28, 2020, Resolution No. 2020-7641 adopted by the Common Council on July 7, 2020, and by Resolution No. 2020-7653 adopted by the Common Council on August 4, 2020, which Resolution No. 2020-7653 extended the time period of the Public Health Emergency to January 5, 2021; and

WHEREAS, the Public Health Emergency continues to exist.

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 and the staff of City government, and upon the advice and consent of the City of Franklin Fire Chief, as the City of Franklin Emergency Manager, and the City of Franklin Director of Health and Human Services/Health Officer, hereby declare, as follows:

1. The duration of the Public Health Emergency proclaimed, declared and resolved within the Proclamation and Resolutions cited in the preamble to this Proclamation, is hereby extended to June 5, 2021 at 11:59 p.m.
2. That all of the Declarations and Resolveds in the Proclamation and Resolutions cited in the preamble to this Proclamation, not pertaining to the time of duration of the Public Health Emergency, as amended hereunder, shall remain in full force and effect.

Dated this 14th day of January, 2021.


Stephen R. Olson, Mayor

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 1/14/21

RESOLUTION NO. 2021-_____

A RESOLUTION IN RATIFICATION OF A PROCLAMATION TO EXTEND THE TIME PERIOD OF THE PUBLIC HEALTH EMERGENCY PROVIDED FOR IN RESOLUTION NO. 2020-7653, IN PART ENTITLED A RESOLUTION TO AMEND A RESOLUTION IN RATIFICATION OF A PROCLAMATION DECLARING A PUBLIC HEALTH EMERGENCY IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19), AS AMENDED, UNTIL JUNE 5, 2021

WHEREAS, prior actions with regard to the COVID-19 pandemic, by the Mayor and the Common Council, include the Proclamation Declaring a Public Health Emergency executed by the Mayor on March 16, 2020, and Resolution No. 2020-7605 adopted by the Common Council on March 17, 2020 incorporating same, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 adopted by the Common Council on April 21, 2020, Resolution No. 2020-7628 adopted by the Common Council on May 28, 2020, Resolution No. 2020-7641 adopted by the Common Council on July 7, 2020, and by Resolution No. 2020-7653 adopted by the Common Council on August 4, 2020, which Resolution No. 2020-7653 extended the time period of the Public Health Emergency to January 5, 2021; and

WHEREAS, the Mayor issued A Proclamation to Extend the Time Period of the Public Health Emergency provided for in Resolution No. 2020-7653, in part entitled A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring a Public Health Emergency In Response to the Coronavirus Disease 2019 (COVID-19), as Amended, Until June 5, 2021 on January __, 2021; and

WHEREAS, the Public Health Emergency continues to exist.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, the action of the Mayor of the City of Franklin in issuing A Proclamation to Extend the Time Period of the Public Health Emergency provided for in Resolution No. 2020-7653, in part entitled A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring a Public Health Emergency In Response to the Coronavirus Disease 2019 (COVID-19), as Amended, Until June 5, 2021, and the provisions of the Proclamation, be and the same are hereby ratified and confirmed, and the terms and provisions of the Proclamation are incorporated herein.

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>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/19/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Franklin Senior Citizens Travel Program Update for 2020 Year End</p>	<p>ITEM NUMBER</p> <p><i>G. 2.</i></p>

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annually (January and July), attached is correspondence from Mr. Basil Ryan reporting on the July through December 2020 trip activity.

The Franklin Senior Travel Program is funded through the City's general "Recreation" operating fund, which for 2020 had a total budget amount of \$12,000. Due to COVID-19, only one (1) trip was taken for the period January 1, 2020 through December 31, 2020 where the bus transportation was paid by the City, expending \$1,180 against the \$12,000 Senior Travel Program Budget for 2020.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

January 12, 2021

Mayor and Common Council Members
Franklin City Hall
9229 West Loomis Road
Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers submit the following report for July-December 2020 activity. Because of the unprecedented circumstances due to COVID-19, no additional travel was held, other than the trip we discussed in our July 14, 2020 letter.

Outreach efforts continue for Franklin Senior Travelers. We field numerous calls every week from seniors who want updates on future travel and others who just want someone to talk to. We check in with seniors who do not have family to make sure they are okay. If they need anything or are having a hard time getting out for necessities, we have been able to assist and we will continue those efforts. Franklin Senior Travelers look forward to traveling again soon when it is safe.

The health and safety of Franklin Senior Travelers is the number one priority during these unforeseeable times.

Sincerely,

Basil Ryan
Franklin Senior Travelers

<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;">1/19/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Franklin Senior Citizens, Inc. Program Update for 2020 Year End</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6, 3.</i></p>

At their February 17, 2015 meeting, the Common Council directed that the Franklin Senior Citizens, Inc. organization attend and give a status update on the organization semi-annually (January and July). Attached is a spreadsheet showing 2020 expenditures of the Franklin Senior Citizens, Inc. organization. Due to COVID-19, the Franklin Senior Citizens group has not been able to meet since March 2020; thus expenditures have only been for the months January through March 2020. Also, President Fred Knueppel reports that the Franklin Senior Citizens, Inc. disbanded for the foreseeable future.

The Franklin Senior Citizens, Inc. activities are funded strictly through the City's general "Recreation" operating fund. For 2020, the total budget amount was \$10,000. The Franklin Senior Citizens, Inc. budget funds a portion of the cost of their monthly business meeting luncheons held at Root River Lanes in Franklin, a monthly social luncheon at Brenwood Park Senior Apartments (minus the Seniors co-pay of \$2 each), miscellaneous operating supply costs, and IT tech room support services.

As of December 31, 2020, \$2,099.80 has been expended from the \$10,000 City budget for Senior Citizen Activities (see attached spreadsheet) January through March 2020 before COVID-19 hit. A general breakout is as follows: Monthly Business Luncheon, \$1,606.01; Monthly Social Luncheon, \$163.16; Miscellaneous Operating Supply Costs and IT Tech Room Support Services, \$330.63. The total membership of the Franklin Senior Citizens, Inc. as of January 2020 was 126 members.

Mr. Fred Knueppel will not be in attendance for the January 19, 2021 Common Council Meeting due to taking precautions related to COVID-19. He wished to let the Common Council know that he (and Casper Green) were very happy to help serve the seniors in Franklin and hope that as life becomes more normal it (the Franklin Senior Citizens, Inc.) can start up once more.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

2020 Franklin Senior Citizens, Inc. Activities

Breakdown of Reported Expenditures and Reimbursement by City

		Franklin Seniors Social				Business Luncheon				Annual Appropriation		\$10,000
Month	Combined Program Cost	Participant Co-Pay (\$2 Each)	Program Cost Reimbursement	Seniors Attendance	Combined Program Cost	Participant Cost (Approx \$5 Each)	Extra Costs paid by Fr Senior Inc for special venues	Program Cost Reimbursement (\$4.50 Each)	Misc. Costs/ Entertainment Reimbursement	Seniors Attendance	Office Misc. and Computer Center Costs	Total Program Cost Reimbursement (01.0521.5723)
January, 2020	121.36	(56.00)	65.36	28	850.00	(370.00)		480.00		74	119.03	664.39
Feb 2020	153.80	(56.00)	97.80	28	1,080.53	(470.00)		610.53		94	105.80	814.13
Mar 2020		Cancelled due to COVID-19			950.48	(435.00)		515.48		87	105.80	621.28
Apr 2020					Cancelled due to COVID-19							
May 2020					Cancelled due to COVID-19							
June 2020					Cancelled due to COVID-19							
July 2020					Cancelled due to COVID-19							
August 2020					Cancelled due to COVID-19							
September 2020					Cancelled due to COVID-19							
October 2020					Cancelled due to COVID-19							
November 2020					Senior Citizens, Inc. Dissolved							
TOTALS	\$275.16	-\$112.00	\$163.16	56	\$2,881.01	-\$1,275.00	\$0.00	\$1,606.01	\$0.00	255	\$330.63	\$2,099.80
Avg / Event	\$22.93	-\$9.33	\$13.60	4.7	\$240.08	-\$106.25		\$133.83	\$0.00	21.3		\$7,900.20
											Remaining Balance for 2020	

<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;">01/19/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO OPERATE A BIGGBY COFFEE FRANCHISE WITH A DRIVE-UP WINDOW OUT OF AN EXISTING VACANT SPACE (UNIT 100) WITHIN A MULTI-TENANT BUILDING LOCATED AT 7700 SOUTH LOVERS LANE ROAD (CREAM CITY VENTURES, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

At the regular meeting of the Plan Commission on January 7, 2021, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for a coffee franchise with drive through use upon property located at 7700 South Lovers Lane Road.

The Plan Commission's recommendations in regard to the Special Use has been reflected in the attached draft Resolution.

At the same meeting, the Plan Commission approved a Site Plan amendment to allow for signage, an ordering kiosk, and a new window to create the proposed drive through.

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2020-_____, imposing conditions and restrictions for the approval of a Special Use to operate a Biggby Coffee Franchise with a Drive-Up Window out of an existing vacant space (Unit 100) within a multi-tenant building located at 7700 South Lovers Lane Road. (Cream City Ventures, LLC, Applicant)

RESOLUTION NO. 2021-_____

**A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE TO OPERATE A BIGGBY
COFFEE FRANCHISE WITH A DRIVE-UP WINDOW OUT OF AN EXISTING
VACANT SPACE (UNIT 100) WITHIN A MULTI-TENANT BUILDING
LOCATED AT 7700 SOUTH LOVERS LANE ROAD
(CREAM CITY VENTURES, LLC, APPLICANT)**

WHEREAS, Cream City Ventures, LLC having petitioned the City of Franklin for the approval of a Special Use within a CC City Civic Center District under Standard Industrial Classification Title No. 5812 “Eating Places (with drive through facilities)”, to operate a Biggby Coffee franchise with a drive through (a new drive through window is proposed on the southern façade of the existing building) [eating places with a drive through require Special Use approval] with hours of operation from 6:00 a.m. to 9:00 p.m., Monday through Saturday, and 7:00 a.m. to 9:00 p.m. on Sundays, property located within a multi-tenant building at 7700 South Lovers Lane Road (unit 100, a vacant space), bearing Tax Key No. 794-9999-006, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8000 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on November 14, 2007, as Document No. 9523246, being a redivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of January, 2021, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission

CREAM CITY VENTURES, LLC – SPECIAL USE
RESOLUTION NO. 2021-_____

Page 2

recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Cream City Ventures, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Cream City Ventures, LLC, successors and assigns, as a Biggby Coffee franchise with drive through use, which shall be developed in substantial compliance with, and operated and maintained by Cream City Ventures, LLC, pursuant to those plans City file-stamped December 21, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Cream City Ventures, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Biggby Coffee franchise with drive through use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Cream City Ventures, LLC and the Biggby Coffee franchise with drive through use for the property located at 7700 South Lovers Lane Road (unit 100): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than

CREAM CITY VENTURES, LLC – SPECIAL USE
RESOLUTION NO. 2021-_____

Page 3

\$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

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

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

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of January 7, 2021****Special Use and Site Plan Amendment**

RECOMMENDATION: City Development staff recommends approval of the Site Plan Amendment and Special Use subject to the conditions of approval in attached draft Resolution.

Project Name:	Bigby Coffee Special Use and Site Plan Amendment
Project Address:	7700 S. Lovers Lane Road, Suite 100
Applicant:	Keith Washington, Cream City Ventures
Property Owner:	Franklin-Wyndham, LLC
Current Zoning:	CC City Civic Center District
2025 Comprehensive Plan	Mixed Use
Use of Surrounding Properties:	Single-Family Residential to the north and south, church to the east and a gas station to the west
Applicant Action Requested:	Approval of the Site Plan Amendment and Special Use
Planner:	Marion Ecks, Associate Planner

INTRODUCTION:

Local developer Cream City Ventures is seeking approvals to operate a Bigby Coffee franchise with drive-through service in the multitenant commercial strip at the northwest corner of the Shoppes of Wyndham Village, located at 7700 S. Lovers Lane Road. Businesses with drive-throughs require special use approval. Some updates to the existing building and drive lane will be necessary to create the drive-through, hence the request to amend the site plan.

PROJECT DESCRIPTION:

On November 10, 2020 the applicant submitted an application for a Special Use and Site Plan Amendment to the Department of City Development.

This “endcap” unit was constructed with the inclusion of a drive lane and queuing lanes already installed to serve the south wall of the building. The unit has not been occupied prior to this application, so there is no existing Special Use approval to update for the purpose.

Site Plan Amendment

The applicant is proposing to make some updates to the existing drive through facilities, including installation of a menu board and “confirmation speaker” for ordering, directional signage and pavement markings, and installation of a pickup window on the south wall of the building. They are not proposing any changes to the configuration of the private road or landscape islands, or to landscaping.

Due to the layout of the existing facilities, the site plan raised concerns about blocking of the private road in the Shoppes, and access to the rear of the building. These facilities are on private property, so §15-5.0203 which discourages vehicle stacking or lines on public roads is not applicable, however

Staff recommended that the applicant include directional signage and striping to better manage the flow of traffic and identify the drive-through entrance. The applicant has included proposed sign and striping changes in their Plan Commission materials

Some of the proposed pavement markings are not on the property being leased by the applicant. Staff also recommended that the applicant contact Target to verify that these additions are acceptable; Target had not responded as of this writing.

Some minor technical corrections are required for the site plan document; this has been reflected in the draft resolution.

Special Use

The applicant provided required responses to the General Standards for Special Uses with their application. The proposal complies with the standards of §15-3.0701 which regulate potential impacts to surrounding properties and possible adverse effects from a business. This unit in the strip was specifically built with queuing lanes and facilities for a drive through; the immediately surrounding properties are all commercial in nature.

Additional Information

The applicant has been advised that there is a Master Sign Program for this development, and that they must apply for signage permits through the Inspection Services Department.

Recommendation:

City Development staff recommends approval of the Site Plan Amendment and Special Use subject to the conditions of approval in attached draft Resolution.

RESOLUTION NO. 2021-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE TO OPERATE A BIGGBY
COFFEE FRANCHISE WITH A DRIVE-UP WINDOW OUT OF AN EXISTING
VACANT SPACE (UNIT 100) WITHIN A MULTI-TENANT BUILDING
LOCATED AT 7700 SOUTH LOVERS LANE ROAD
(CREAM CITY VENTURES, LLC, APPLICANT)

WHEREAS, Cream City Ventures, LLC having petitioned the City of Franklin for the approval of a Special Use within a CC City Civic Center District under Standard Industrial Classification Title No. 5812 "Eating Places (with drive through facilities)", to operate a Biggby Coffee franchise with a drive through (a new drive through window is proposed on the southern façade of the existing building) [eating places with a drive through require Special Use approval] with hours of operation from 6:00 a.m. to 9:00 p.m., Monday through Saturday, and 7:00 a.m. to 9:00 p.m. on Sundays, property located within a multi-tenant building at 7700 South Lovers Lane Road (unit 100, a vacant space), bearing Tax Key No. 794-9999-006, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8000 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on November 14, 2007, as Document No. 9523246, being a redivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of January, 2021, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission

CREAM CITY VENTURES, LLC – SPECIAL USE
RESOLUTION NO. 2021-_____

Page 2

recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Cream City Ventures, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Cream City Ventures, LLC, successors and assigns, as a Biggby Coffee franchise with drive through use, which shall be developed in substantial compliance with, and operated and maintained by Cream City Ventures, LLC, pursuant to those plans City file-stamped December 21, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Cream City Ventures, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Biggby Coffee franchise with drive through use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Cream City Ventures, LLC and the Biggby Coffee franchise with drive through use for the property located at 7700 South Lovers Lane Road (unit 100): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than

CREAM CITY VENTURES, LLC – SPECIAL USE
RESOLUTION NO. 2021-_____

Page 3

\$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

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

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

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2021-_____

A RESOLUTION AMENDING THE SITE PLAN FOR PROPERTY
LOCATED AT 7700 SOUTH LOVERS LANE ROAD (UNIT 100) TO ALLOW
FOR SITE IMPROVEMENTS TO ACCOMMODATE THE OPERATION
OF A BIGGBY COFFEE FRANCHISE
(TAX KEY NO. 794-9999-006)
(CREAM CITY VENTURES, LLC, APPLICANT,
FRANKLIN-WYNDHAM, LLC, PROPERTY OWNER)

WHEREAS, Cream City Ventures, LLC having applied for an amendment to the Site Plan for the property located at 7700 South Lovers Lane Road (unit 100, a vacant space), such Site Plan having been previously approved on May 31, 2007, by Resolution No. 2007-11, and amended thereafter by Resolution No. 2007-12, on August 23, 2007 and Resolution No. 2007-14, on August 23, 2007; and

WHEREAS, such proposed amendment proposes to add site improvements, including a new menu board, order confirmation speaker, pavement markings and an order pick-up window (the site was originally designed with a drive lane) to allow for the operation of a Biggby Coffee franchise, and the Plan Commission having reviewed such proposal and having found same to be in compliance with and in furtherance of those express standards and purposes of a Site Plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for Cream City Ventures, LLC, dated December 21, 2020, as submitted by Cream City Ventures, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. Cream City Ventures, LLC, successors and assigns and any developer of the Cream City Ventures, LLC Biggby Coffee franchise site improvements project shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Cream City Ventures, LLC Biggby Coffee franchise site improvements project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon the Cream City Ventures, LLC Biggby Coffee franchise site improvements project, for the property located at 7700

CREAM CITY VENTURES, LLC - SITE PLAN AMENDMENT
RESOLUTION NO. 2021-_____

Page 2

South Lovers Lane Road (unit 100): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

3. The Cream City Ventures, LLC Biggby Coffee franchise site improvements project shall be developed in substantial compliance with the plans City file-stamped December 21, 2020.
4. The applicant shall make any necessary technical corrections to the site plan, subject to approval of Planning Staff, prior to the approval of building permits.

BE IT FURTHER RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Cream City Ventures, LLC Biggby Coffee franchise site improvements as depicted upon the plans City file-stamped December 21, 2020, attached hereto and incorporated herein, shall be developed and constructed within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin; and the Site Plan for the property located at 7700 South Lovers Lane Road (unit 100), as previously approved, is amended accordingly.

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

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

APPROVED:

Stephen R. Olson, Chairman

ATTEST:

Sandra L. Wesolowski, City Clerk

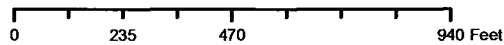
AYES _____ NOES _____ ABSENT _____



7700 S. Lovers Lane Road
TKN: 794 9999 006



Planning Department
(414) 425-4024

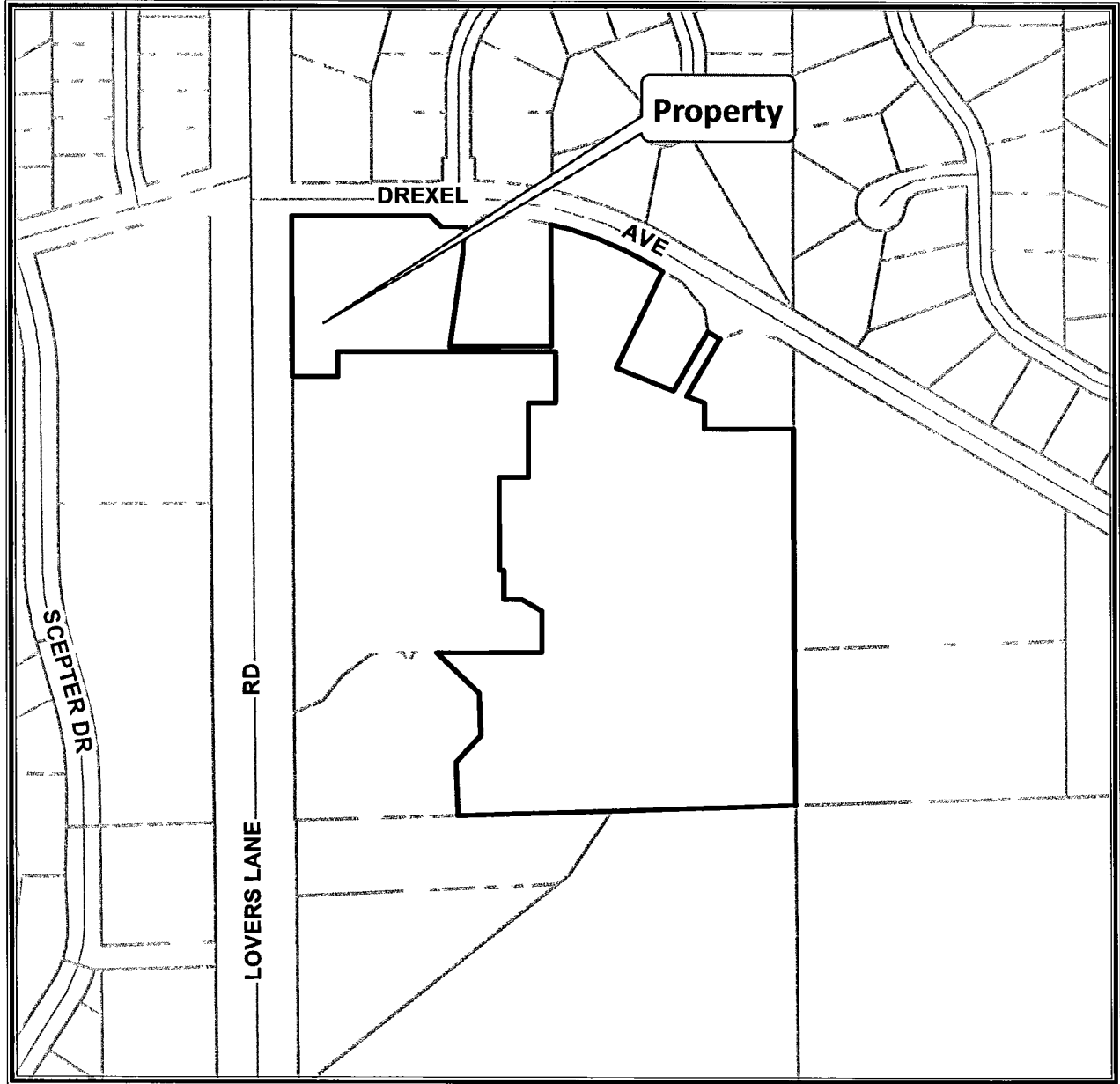


2017 Aerial Photo

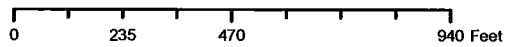
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



7700 S. Lovers Lane Road
TKN: 794 9999 006



Planning Department
(414) 425-4024



2017 Aerial Photo

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

INTERPLAN LLC

Biggby, Franklin, WI

10.30.2020

Page 1 of 1

10.30.2020

City of Franklin
Planning Department
9229 W. Loomis Road
Franklin, WI 53132

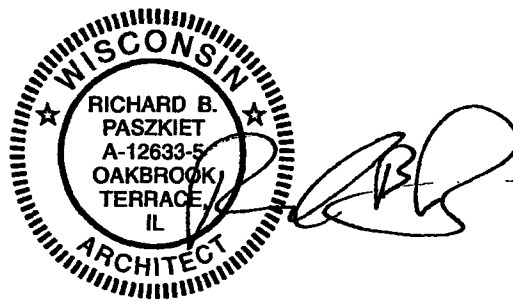
Reference: Parcel Key: 794-9999-006
IP # 2020.0569
Biggby – Lovers Lane, Franklin, WI

Dear Mr. Ecks:

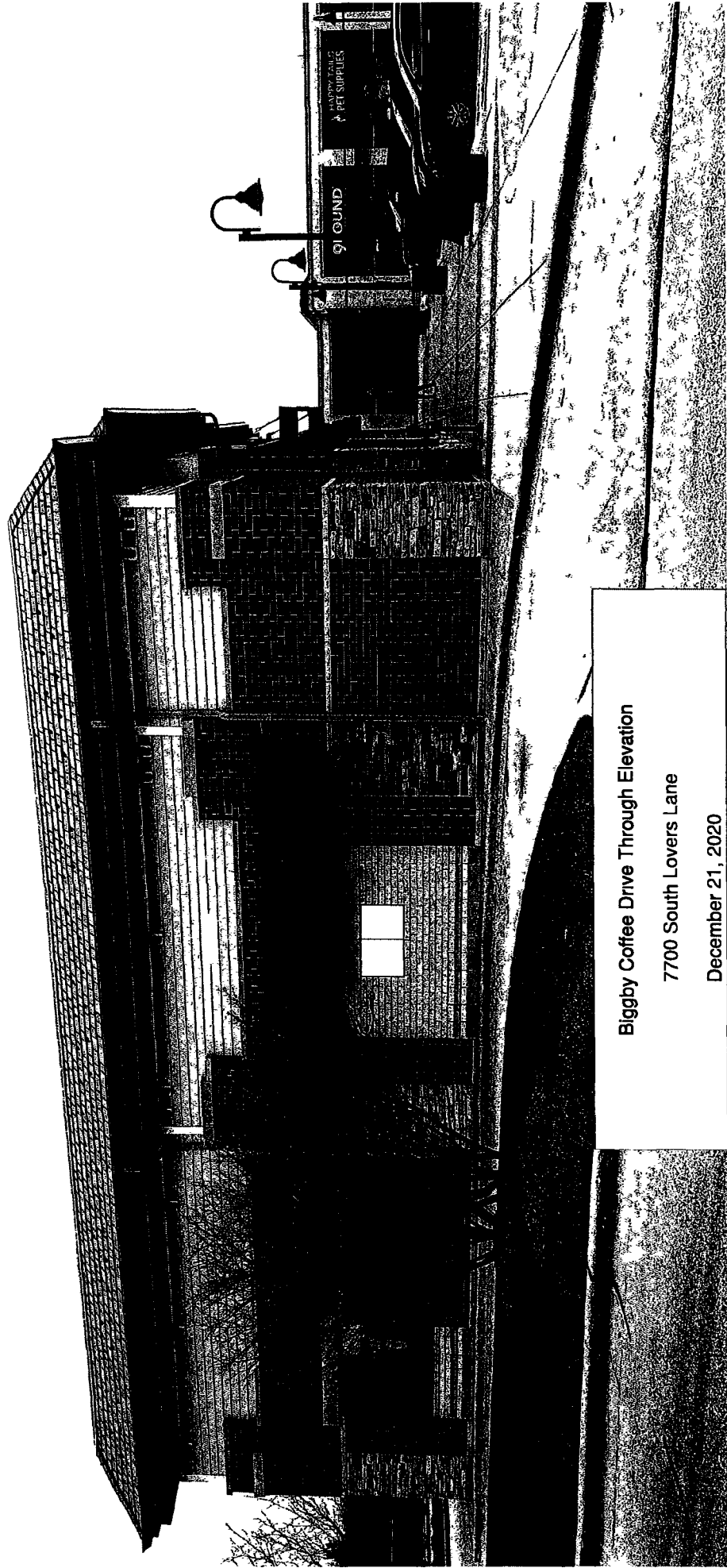
The project summary for this development includes the development and installation of equipment necessary to operate a drive-thru, which will service the Biggby facility. The equipment will be located south of the facility. The parking lot site for this previously reviewed & approved development was designed specifically to incorporate a future drive thru. Modifications will be made to the existing site so as to provide power and data underground from the Biggby space to the drive-thru equipment. The previously reviewed & approved building exterior was designed to incorporate a future drive thru window. The new window will be installed as part of the scope of this project.

Sincerely,
INTERPLAN LLC

Richard B. Paszkiet



Franklin
NOV 10 2020
City Development



Bigby Coffee Drive Through Elevation

7700 South Lovers Lane

December 21, 2020

December 21, 2020

Marion Ecks, Assistant Planner
City of Franklin
Department of City Development
9229 W. Loomis Road
Franklin, WI 53132
414.425.4024
mecks@franklinwi.gov

Reference: Biggby Coffee- Franklin, WI
Reference: 7700 S. Lovers Lane Road
IP # 2020.0569
Response to Special Use and Site Plan Amendment Staff Comments

Dear Ms. Ecks,

Please accept the following in response to comments dated December 11, 2020:

Special Use:

1. **Comment:** The applicant has provided required responses. This "endcap" store was originally built with cuing lanes and facilities for a drive through. The application complies with the standards of § 15-3.0701: General Standards for Special Uses.
- Response: ACKNOWLEDGED.**

Site Plan:

2. **Comment:** Please include the following information on the Site Plan, as required by § 15-7.0103:
- a. Owner's and/or Developer's Name and address. (§ 15-7.0103. B.)

ORLANDO CHICAGO DALLAS FORT WORTH
ARCHITECTURE ENGINEERING INTERIOR DESIGN PERMITTING

PHILADELPHIA MIAMI
PERMITTING ENTITLEMENTS DUE DILIGENCE

INTERPLAN^{LLC}

Biggby Coffee-Franklin, WI
December 21, 2020
Page 2 of 3

b. The scale of drawings and the size of the site (in square feet or acres) noted on the Site Plan (§15-7.0103. E.)

Response: **The above required information has been added to the site plan. See A100.**

3. **Comment:** Please provide elevations of the proposed drive-through window. §15-7.0103. V.

Response: **Sheet A602 from our building permit submission is included in this resubmittal. See details 4 & 8 on A602 for drive thru elevation information.**

4. **Comment:** §15-7.0102. F requires "providing for adequate design of ingress/egress, and interior/exterior traffic flow." Staff recommends the addition of directional signage and/or striping to clarify the traffic pattern for drivers. Please note if the applicant has discussed possible traffic impacts with Target in responses.

Response: **See the revised site plan for added signage. As we developed this revised site plan, the client's contractor has reached out to Target to share our plans with them. As of the date of this resubmittal, a representative from Target has not returned his correspondence.**

5. **Comment:** Note that this property's natural resources are protected subject to the established development agreement and settlement agreement with the Shoppes at Wyndham Village. No new impacts are proposed

Response: **Acknowledged**

6. **Comment:** Note that sign permits must be applied for separately through the Inspection Services Department (414.425.0084). The Shoppes at Wyndham Village is subject to a Master Sign Program.

Response: **Acknowledged**

Engineering Department:

1. **Comment:** The Engineering Department suggests directional signage to prevent traffic congestion for the drive-thru cue.

Response: **See the revised site plan for added signage.**

INTERPLAN^{LLC}

Biggby Coffee-Franklin, WI
December 21, 2020
Page 3 of 3

Inspection Services: NO COMMENTS

Fire Department: NO COMMENTS

Please feel free to contact me if you have any questions or require additional information. If I am not available, Joseph Whalen is the Project Manager and will be able to answer your questions.

Sincerely,
INTERPLAN LLC

Michelle Kucaba
Permit Lead

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 8000 recorded in the office of the Register of Deeds for Milwaukee County , Wisconsin, on November 14, 2007, as Document No. 9523246, being a redivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin.



KEYNOTES

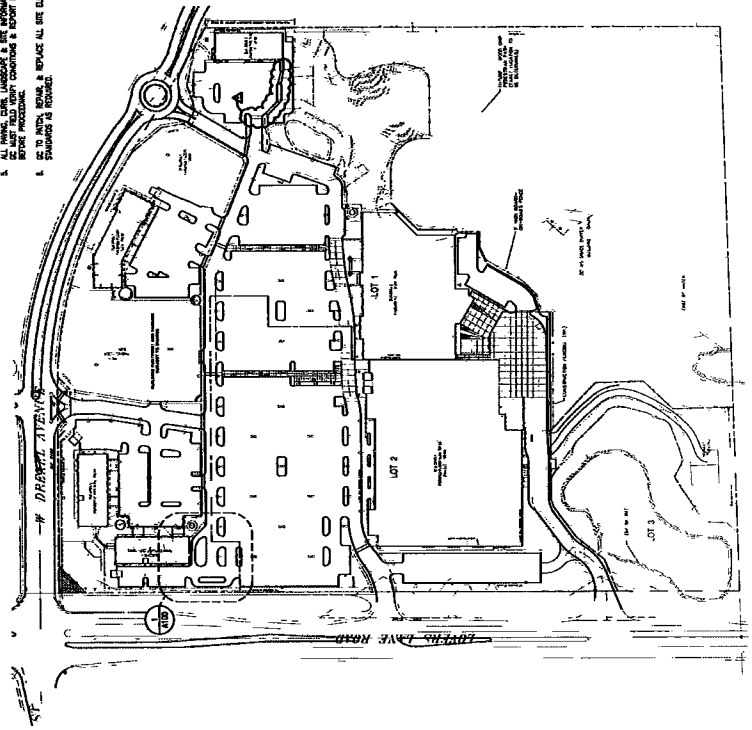
- C.C. TO INSTALL NEW REINFORCING BARS, 1/2" DIA. @ 12" ON CENTER, C.C. TO PROVIDE DESIGN FOUNDATION, 2'-0" x 4'-0" DEEP PER SITE SPECIFICATIONS.
- C.C. TO INSTALL NEW CONCRETE SPREADS, C.C. TO PROVIDE DESIGN FOUNDATION, 1'-0" DIA. @ 12" ON CENTER PER SITE SPECIFICATIONS.
- APPROXIMATE SLOCHES INDICATED BY C.C. PROVIDED BY OWNER.
- C.C. TO PROVIDE 1/2" DIA. REINFORCING BARS, 1/2" DIA. @ 12" ON CENTER, C.C. TO PROVIDE DESIGN FOUNDATION, 2'-0" x 4'-0" DEEP PER SITE SPECIFICATIONS.
- CONCRETE SPREADS, 4" THICK, 12" WIDE, 12" DEEP, TO BE PLACED ON TOP OF FOUNDATION AND BUILT UP TO 1/2" SPACE BETWEEN BOTTOM OF FOUNDATION AND TOP OF CONCRETE SPREAD.
- FINISH MARKERS TO MATCH DEVELOPMENT STANDARDS. VERIFY ALL STRENGTH & TOLERANCES WITH LABORATOR PRIOR TO APPLICATION.
- STOP SIGN
- "NO LEFT BLOCK INTERSECTION" SIGN
- "NO DRIVE" SIGN
- "DRIVE THRU" SIGN

GENERAL NOTES

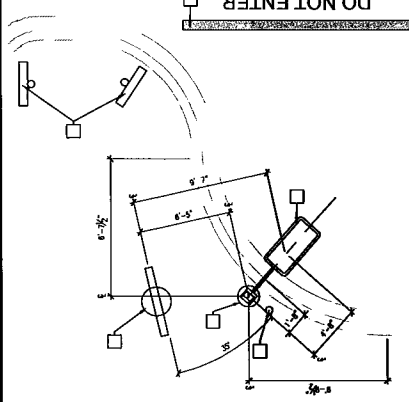
1. C.C. TO APPROVE THE EXISTING DRIVE THRU SIGN BOARD FOR INSTALLATION INSTRUCTIONS FOR THIS SIGN BOARD.
2. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL INFORMATION.
3. C.C. TO PROVIDE (3) 1/2" DIA. CONCRETE FROM DRIVE THRU SIGN BOARD TO SIGN.
4. C.C. TO PROVIDE (3) 1/2" DIA. CONCRETE TO DRIVE THRU SIGN TO SIGN.
5. ALL DRIVE, CURB, LANDSCAPE & SITE INFORMATION IS FOR REFERENCE ONLY. VERIFY ALL INFORMATION & REPORT DISCREPANCIES TO THE OWNER BEFORE PROCEEDING.
6. C.C. TO MATCH, REMOVE & REPLACE ALL SITE ELEMENTS PER DEVELOPMENT STANDARDS & REQUIREMENTS.

SITE INFORMATION

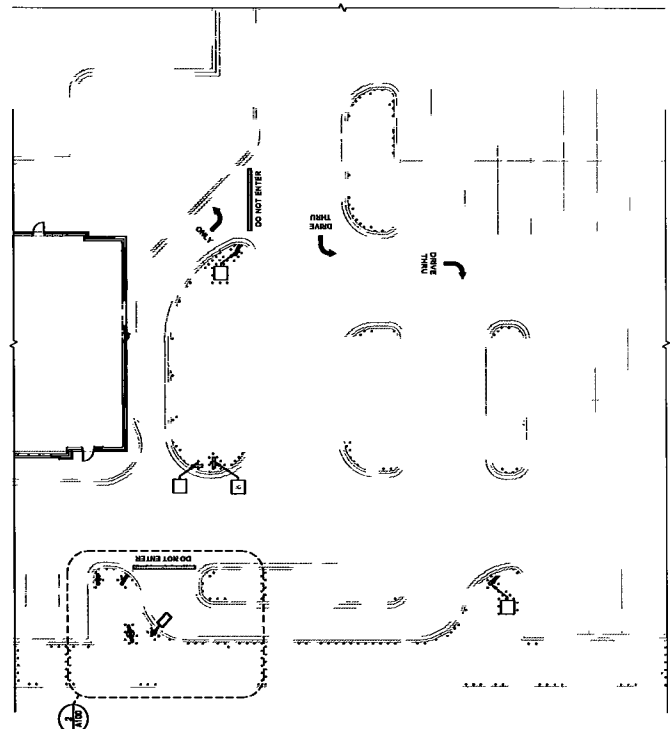
PROPERTY OWNER: BIGGY COFFEE
 PROJECT NO.: 2023049
 DATE: 08.19.23
 SCALE: 1/4" = 1'-0"
 PREPARED BY: J. DANKO, INC.
 CHECKED BY: J. DANKO, INC.
 DATE: 08.19.23



3 AREA PLAN FOR REFERENCE ONLY
 SCALE: 1/16" = 1'-0"



2 DRIVE THRU CONFIGURATION
 SCALE: 1/4" = 1'-0"



1 SITE PLAN
 SCALE: 1/16" = 1'-0"

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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;">01/19/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION AND AN AFFIDAVIT OF CORRECTION TO RELOCATE A 20' STORM WATER DRAINAGE EASEMENT FOR TAX KEY NOS. 754-0080-000 AND 754-0081-000</p> <p style="text-align: center;">(7460 SOUTH CAMBRIDGE DRIVE, 8881 WEST WARWICK WAY AND 7486 SOUTH CAMBRIDGE DRIVE (LOTS 10 AND 11 OF THE OAKES ESTATES SUBDIVISION))</p> <p style="text-align: center;">(MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC, APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.5.</i></p>

At the January 7, 2021, regular meeting, the Plan Commission carried a motion to recommend approval of a Land Combination and an Affidavit of Correction to relocate a 20' storm water drainage easement for Tax Key Nos. 754-0080-000 and 754-0081-000 (7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive (lots 10 and 11 of the Oakes Estates Subdivision)). The vote was 5-0-1.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2021-_____, conditionally approving a Land Combination and an Affidavit of Correction to relocate a 20' storm water drainage easement for Tax Key Nos. 754-0080-000 and 754-0081-000 (7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive (lots 10 and 11 of the Oakes Estates Subdivision)).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 12-23-20]

RESOLUTION NO 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION
AND AN AFFIDAVIT OF CORRECTION TO RELOCATE A 20' STORM WATER
DRAINAGE EASEMENT FOR TAX KEY NOS. 754-0080-000 AND 754-0081-000
(7460 SOUTH CAMBRIDGE DRIVE, 8881 WEST WARWICK WAY
AND 7486 SOUTH CAMBRIDGE DRIVE (LOTS 10 AND 11 OF
THE OAKES ESTATES SUBDIVISION))
(MAXWELL J. OAKES AND DANIEL D.
OAKES-OAKES ESTATES LLC, APPLICANTS)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination, and in conjunction therewith, an application for approval of a proposed Affidavit of Correction to relocate a 20' Storm Water Drainage Easement, for Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, to merge lots 10 and 11 in Oakes Estates Subdivision to create a larger building pad (for future construction of a residence), and to relocate the Storm Water Drainage Easement shown on lots 10 and 11 to the north line of lot 10, properties located at 7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive, bearing Tax Key Nos. 754-0080-000 and 754-0081-000, more particularly described as follows:

Lots 10 and 11, Oakes Estates Subdivision, a plat recorded on August 10, 2020 as document 11007677, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 5 North, Range 21 East of the Fourth Principal Meridian. Said plat located in the City of Franklin, Milwaukee County, Wisconsin; 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 Plan Commission having reviewed such applications and recommended approval thereof and the Common Council having reviewed such applications and Plan Commission recommendation and the Common Council having determined that such proposed land combination and easement relocation are appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits, and Wis. Stats. § 236.293, respectively.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of

MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC
– LAND COMBINATION AND RELOCATE STORM WATER
DRAINAGE EASEMENT
RESOLUTION NO. 2021-_____

Page 2

the City of Franklin, Wisconsin, that the proposed land combination for Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, as submitted by Maxwell J. Oakes, as described above, be and the same is hereby approved, subject to the following conditions

1. Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, successors and assigns shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC land combination project, within 30 days of invoice for same Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9 0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC and the land combination project for the properties located at 7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
3. The revised stormwater drainage easement and the affidavit of correction shall be recorded with the Milwaukee County Register of Deeds prior to recording this Land Combination.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution, and the Affidavit of Correction to relocate the 20' Storm Water Drainage Easement shown on lots 10 and 11 to the north line of lot 10 in such form and content as annexed hereto with such changes as may be approved by the City Engineer and the City Attorney, in the Office of the Register of Deeds for Milwaukee County, Wisconsin

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

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

MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC
– LAND COMBINATION AND RELOCATE STORM WATER
DRAINAGE EASEMENT
RESOLUTION NO. 2021-_____

Page 3

APPROVED

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of January 7, 2021

Land Combination and Affidavit of Correction

RECOMMENDATION: City Development staff recommends approval of land combination and affidavit of correction for lots 10 and 11 of Oakes Estates subdivision, subject to the conditions outlined in the attached resolution.

Project Name:	Combination of lots 10 and 11 of the Oakes Estates subdivision
Project Address:	7460 and 7486 S Cambridge Drive
Property Owner:	Oakes Estates, LLC
Applicant:	Maxwell Oakes
Agent:	Mark R. Madsen, P.E., P.L.S.
Zoning:	R-3 E Suburban/Estate Single Family Residence District
Use of Surrounding Properties:	Vacant land zoned residential single-family
Comprehensive Plan:	Residential
Applicant Action Requested:	Approval of land combination and affidavit of correction
Staff:	Principal Planner Régulo Martínez-Montilva

Introduction:

On November 4, 2020, Oakes Estates, LLC submitted applications for Land Combination to merge lots 10 and 11 of the Oakes Estates subdivision, and Affidavit of Correction to relocate the stormwater easement between these lots to the north yard along West Warwick Way. The purpose of these applications is to create a larger building pad without the stormwater drainage easement running through the middle of such pad

Pursuant to §15-9 0312.B, of the Unified Development Ordinance (UDO), the application for the Land Combination Permit shall be considered “relative to City staff recommendations, the lot area and other dimensional requirements of the zoning district(s) within which the parcels are located, the City of Franklin Comprehensive Master Plan and the planned land use for each of the parcels, present use of the parcels and proposed use of the parcels for the purpose to ensure that upon combination, such properties shall comply with the purposes and provisions of this Ordinance.”

Analysis:

Lot 10 (7460 S Cambridge Drive or 8881 W Warwick Way) and Lot 11 (7486 S Cambridge Drive) are two adjacent parcels located in the southeast corner of the intersection of Warwick Way and Cambridge Drive. If combined, the resulting parcel would be 1.31 acres in area and the combined street frontage 297 feet. The dimensions of the combined parcel would comply with the R-3E Development Standards, as indicated in Table 15-3 0204 of the UDO.

Per recorded subdivision plat, a stormwater easement is located between lots 10 and 11 to convey stormwater to the basin designated as outlet 1. However, a revised storm drainage easement document depicts this easement further north, approximately 10 feet from Warwick Way right-of-way line, this easement and the approving resolution No. 2020-7698 are attached to this packet. The submitted affidavit of correction is to note the relocation of the easement that affect the recorded plat, as provided by Wisconsin Statutes §236.293.

With regards to staff review comments sent to the applicant on December 2, 2020, most of the items have been addressed except the addition of the approval certificate for the governing body (Common Council), which is required for correction instruments that affect restrictions for public benefit such as a stormwater drainage easement. The applicant must revise the affidavit of correction to add the approval certificate for city signatures, prior to recording with the Milwaukee County Register of Deeds.

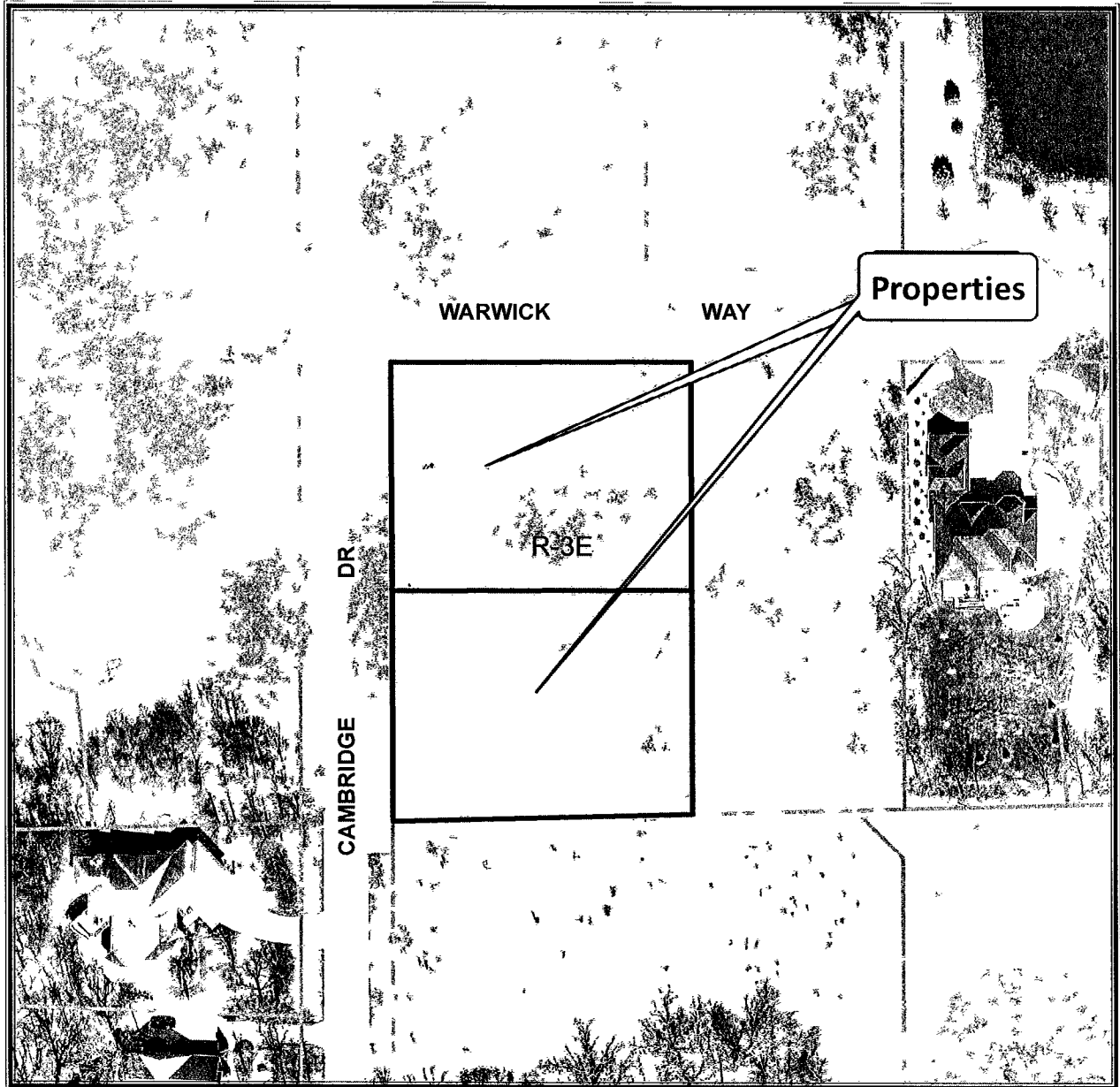
The stormwater drainage easement document has not been recorded as of writing of this report but it has been approved by Common Council as noted above.

STAFF RECOMMENDATION:

City Development staff recommends approval of the proposed land combination and affidavit of correction for lots 10 and 11 of the Oakes Estates subdivision, subject to the conditions outlined in the attached resolution.



7460 & 7486 W. Cambridge Dr.
TKNs: 754 0080 000 & 754 0081 00



Planning Department
(414) 425-4024

0 62.5 125 250 Feet

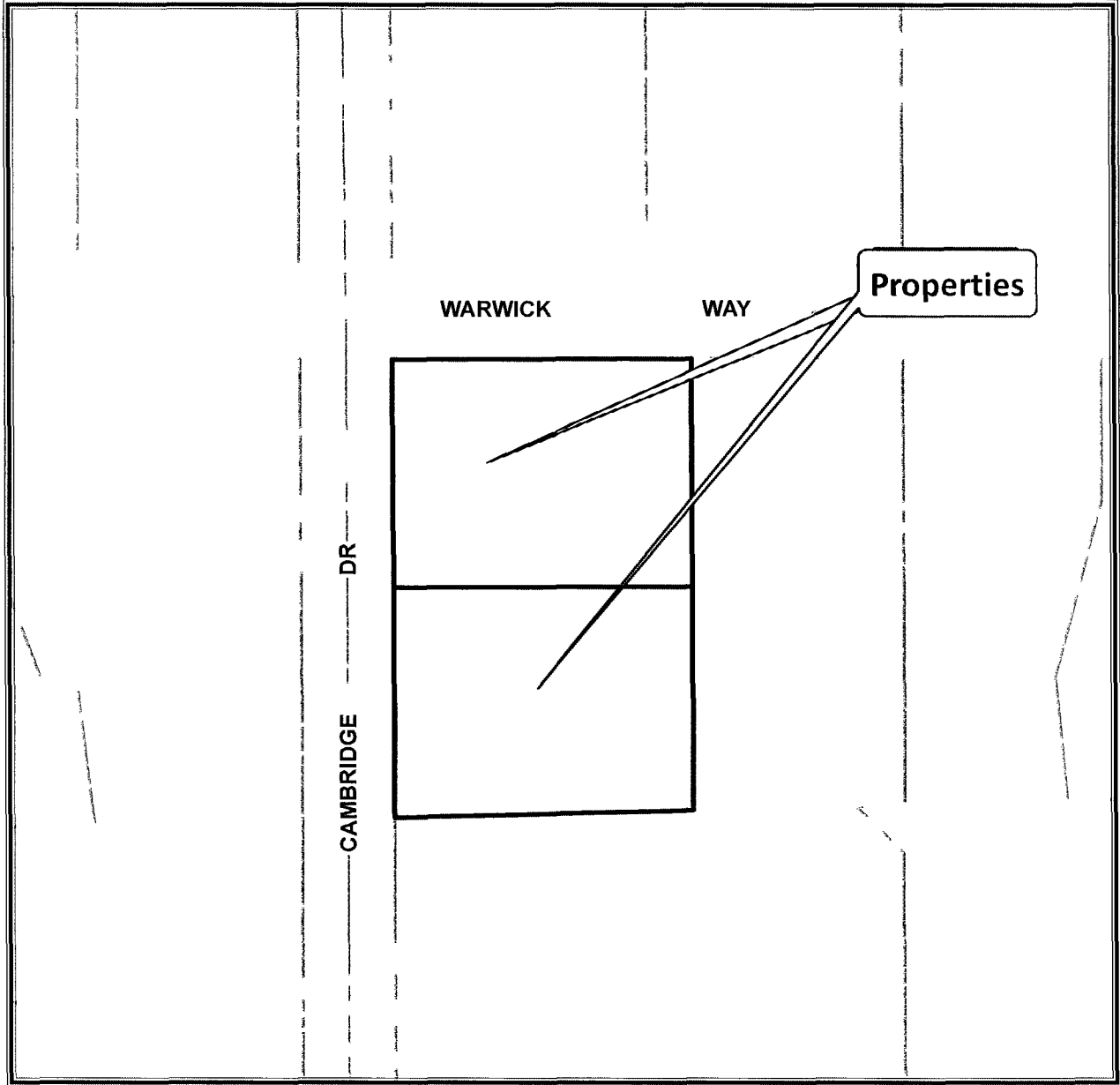


2017 Aerial Photo

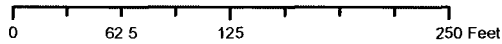
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



7460 & 7486 W. Cambridge Dr.
TKNs: 754 0080 000 & 754 0081 00



Planning Department
(414) 425-4024



2017 Aerial Photo

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

MEMORANDUM

Date: December 4, 2020
To: Principal Planner Régulo Martínez-Montilva, Department of City Development
From: Maxwell Oakes. Oakes Estates, LLC
RE: Revised Storm Drainage Easement; Application for Land Combination; and Application for Affidavit of Correction
Lots 10 and 11, Oakes Estates Subdivision. TKN 754-0080-000 and 754-0081-000

Responses by Oakes Estates LLC to City of Franklin's staff comments are as follows, in red, for Land Combination application submitted on November 4, 2020 with new Application of Correction submitted on December 4, 2020:

City Development Department comments

1. City Development staff concurs with comment #4 of the Engineering Department. The revised stormwater drainage easement and the correction instrument must be recorded prior to the approval of the Land Combination.
 - A. The revised Storm Drainage Easement for the new easement on the North side of lot 10 has been submitted to Engineering for approval with signatures on December 4, 2020
Awaiting fully executed document
2. Please add the following to the correction instrument per Wisconsin Platting Manual:
 - A. Document title (e.g. "Affidavit of Correction").
 - a Revised on latest submission
 - B. Name, location and recording information of the subdivision
 - a Revised on latest submission
 - C. Certification that the instrument is being used pursuant to s. 236.295.
 - a Revised on latest submission
 - D. Surveyor's signature and seal, dated.
 - a Revised on latest submission
 - E. A clear and concise description of the item to be corrected.
 - a Revised on latest submission
 - F. Recording data for any associated documents (revised stormwater drainage easement).
 - a The revised Storm Drainage Easement for the new easement on the North side of lot 10 has been submitted to Engineering for approval with signatures on December 4, 2020
Awaiting fully executed document
 - G. Approval certificate from the appropriate governing body (Common Council).
 - a The revised Storm Drainage Easement for the new easement on the North side of lot 10 has been submitted to Engineering for approval with signatures on December 4, 2020
Awaiting fully executed document

Inspection Services Department comments

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

Engineering Department comments

4. *Before recommending its approval for the Land Combination the following must be recorded first:*

- *The affidavit of correction.*
 - *The Affidavit of Correction has been re applied for on December 4, 2020 It is awaiting full approval of the new Storm Drainage Easement with fully authorized signatures from the City of Franklin The Oakes Estates LLC signed document has been submitted on December 4, 2020*
- *The new easement.*
 - *The revised Storm Drainage Easement for the new easement on the North side of lot 10 has been submitted to Engineering for approval with signatures on December 4, 2020 Awaiting fully executed document*

Legal Description

Lots 10 and 11, Oakes Estates Subdivision, a plat recorded on August 10, 2020 as document 11007677, being a part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 5 North, Range 21 East of the Fourth Principal Meridian. Said plat located in the City of Franklin, Milwaukee County, Wisconsin.

Project Narrative

The 20' Storm Water Drainage Easement currently show on Lots 10 and 11, Oakes Estates Subdivision is being relocated to the North line of Lot 10, Oakes Estate Subdivision

Lots 10 and 11 are being purchased by a single buyer who will be building a residence which will overlap the current location of the 20' Storm Water Drainage Easement.

Document number

AFFIDAVIT OF CORRECTION

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, hereby swears or affirms that the attached subdivision plat called, Oakes Estates Subdivision, recorded on August 10, 2020 as document number 11007677 at the Register of Deeds Office in Milwaukee County, State of Wisconsin contained the following error.

The 20' Storm Water Drainage Easement located between Lots 10 and 11 of Oakes Estates Subdivision is shown incorrectly and should be described as shown on the attached Exhibits B and C.

A copy of the conveyance is attached to this Correction Instrument.

Dated this 22nd day of December, 2020.

Mark R. Madsen
Mark R. Madsen, P.E., P.L.S., Affiant

Recording area

Name and return address
City of Franklin
Planning Department
9229 West Loomis Road
Franklin, WI 53132

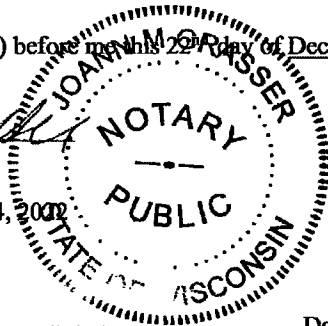
State of Wisconsin)
County of Racine) ss.

754-0080-00 / 754-0081-00

Parcel identification number (PIN)

Subscribed and sworn to (or affirmed) before me this 22nd day of December, 2020.

Joan M. Grasser
Joan M. Grasser
Notary Public, State of Wisconsin
My Commission expires: December 4, 2022



CITY OF FRANKLIN

OAKES ESTATES SUBDIVISION

Dated this ___ day of _____, 202__

Dated this ___ day of December, 2020.

Stephen R. Olson, Mayor

Maxwell Oakes, Member

Sandra L. Wesolowski, City Clerk

State of Wisconsin)
County of Racine) ss.

State of Wisconsin)
County of Milwaukee) ss.

Subscribed and sworn to (or affirmed) before me this ___ day of December, 2020.

Subscribed and sworn to (or affirmed) before me this ___ day of _____, 202__.

Notary Public, State of Wisconsin
My Commission expires: _____

Notary Public, State of Wisconsin
My Commission expires: _____

This instrument is drafted by: Mark R. Madsen, P.E., P.L.S.
Nielsen Madsen + Barber

80812250
T: 40521319



Register of Deeds
Milwaukee County
Israel Ramón • Register of Deeds

DOC # 11007677
RECORDED
08/10/2020 10:36 AM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 50.00

PLAT

PLAT
NAME: Oakes Estates

DOC# 11007677

REEL# N/A

DATE: Aug 10th, 2020

Number of Pages: 2

OAKES ESTATES SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9 TOWNSHIP 5 NORTH, RANGE 21 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



SCALE 1"=60'

There were objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats. Certified June 20, 2020
Renee M. Dore
 Department of Administration

Outlots 2, 3 and 4 of the plat of Oakes Estates is owned and shall be maintained by the Oakes Estates Homeowner Association and each individual lot owner shall have an undivided fractional ownership of the outlots and the Milwaukee County and the City of Franklin shall not be liable for any fees or special assessments in the event Milwaukee County or the City of Franklin should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said outlots in an as-built condition or as to maintain their intended purpose. Construction of any building, grading, or filling in said outlots is prohibited unless approved by the City of Franklin. The Homeowners Association grants to the City the right but not the responsibility to enter upon these outlots to inspect, repair or restore said outlots to its original condition. Expenses incurred by the City for said inspection, repair or restoration of said outlots may be placed against the tax roll for said association and collected in a special charge by the City.

LEGEND AND ADDRESSES
 OWNER / LAND SPALTER,
 OAKES ESTATES, LLC
 2700 GALE ROAD, KACHIN, WI 53406
 SURVEY/DESIGN ENGINEER
 WELSEN MAZURK BARBER
 1558 HANCOCK BLVD, SUITE 200
 KACHIN, WI 53406

PARCEL NUMBER: 754 9994 00
 EXISTING ZONING: R-3L, C-1
 PROPOSED ZONING: R-3E

EXISTING LAND USE: RESIDENTIAL
 PROPOSED LAND USE: RESIDENTIAL
 18 SINGLE FAMILY LOTS ON 20.081 ACRES

WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 83 (27). THE WEST LEP 127 NW 1/4 SEC. 9-21 IS ASSUMED TO BE 414.81 00'00" W.

ALL DISTANCES MEASURED TO THE NEAREST HUNDRETH OF A FOOT.

ALL ANGLES TURNED TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST HALF-SECOND.

• DENOTES A SET 3.375" O.D. IRON PIPE STAKE 18" LENGTH WITH WEIGHT OF 3.6500 LBS. IN.

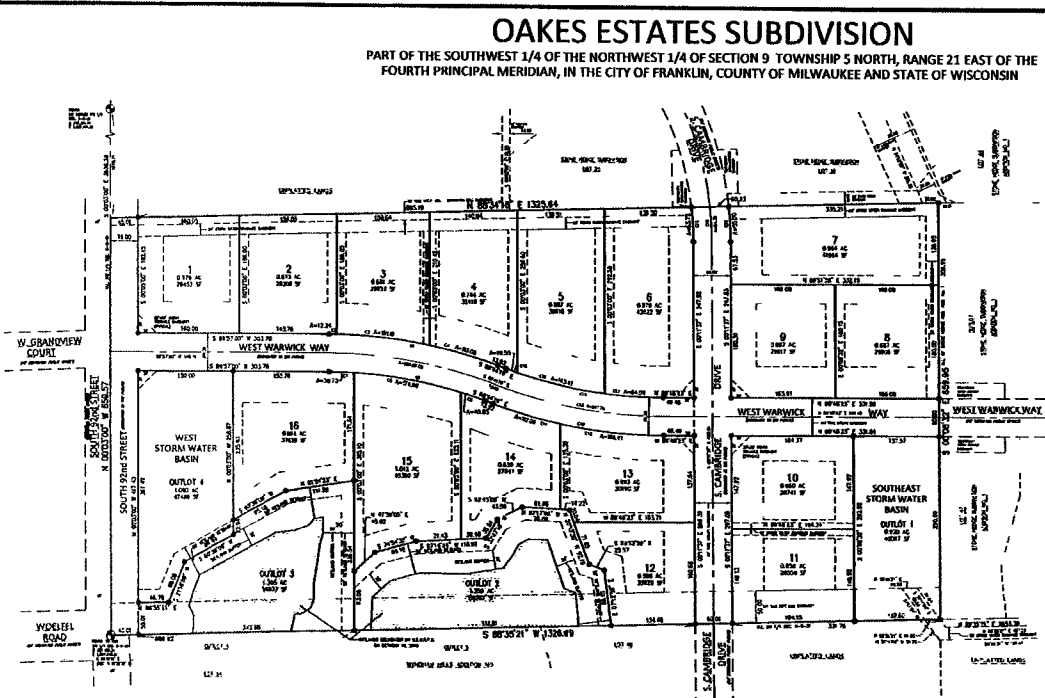
• ALL OTHER LOT CORNERS MARKED BY A SET 3/4" DIA. GALV. BEAR. 2" W. LENGTH, WEIGHT OF 1.1000 LBS. IN.

○ DENOTES A ROUND 1" O.D. IRON PIPE STAKE

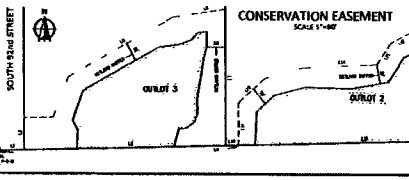
○ DENOTES CONCRETE MONUMENT WITH SEWER MASS CAP

○ DENOTES AN ASSURANT (SEE PLAT FOR DETAILS)

Revised the 12th day of June, 2020
SHEET 1 OF 2 SHEETS



CONSERVATION EASEMENT RESTRICTIONS
 The following is not shown within the Conservation Easements area without the written consent from the City of Franklin.
 A. Construct or place buildings or any structures.
 B. Construct or make any improvements, unless specifically approved by the Common Council, including, but not limited to, gravel and bark feeding stations, rock benches, removal of soil or other discharge of natural drainage, and the like.
 C. Excavate, grade, grade, mine, drill, or change the topography of the land in any natural condition in any manner, including and cutting or removal of vegetation, except for the removal of dead or diseased trees.
 D. Conduct any filling, dumping, or depositing of any material.
 E. Place any vegetation not native to the particular property or any typical natural vegetation.
 F. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.



Lot #	Length	Bearing	Area
1	120.00	S 89° 35' 21" W	13,204.49
2	120.00	S 89° 35' 21" W	13,204.49
3	120.00	S 89° 35' 21" W	13,204.49
4	120.00	S 89° 35' 21" W	13,204.49
5	120.00	S 89° 35' 21" W	13,204.49
6	120.00	S 89° 35' 21" W	13,204.49
7	120.00	S 89° 35' 21" W	13,204.49
8	120.00	S 89° 35' 21" W	13,204.49
9	120.00	S 89° 35' 21" W	13,204.49
10	120.00	S 89° 35' 21" W	13,204.49
11	120.00	S 89° 35' 21" W	13,204.49
12	120.00	S 89° 35' 21" W	13,204.49
13	120.00	S 89° 35' 21" W	13,204.49
14	120.00	S 89° 35' 21" W	13,204.49
15	120.00	S 89° 35' 21" W	13,204.49
16	120.00	S 89° 35' 21" W	13,204.49

SEC. 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Curve Data	Radius	Chord Length	Angle	Area
1	100.00	100.00	90.00	7,853.98
2	100.00	100.00	90.00	7,853.98
3	100.00	100.00	90.00	7,853.98
4	100.00	100.00	90.00	7,853.98
5	100.00	100.00	90.00	7,853.98
6	100.00	100.00	90.00	7,853.98
7	100.00	100.00	90.00	7,853.98
8	100.00	100.00	90.00	7,853.98
9	100.00	100.00	90.00	7,853.98
10	100.00	100.00	90.00	7,853.98
11	100.00	100.00	90.00	7,853.98
12	100.00	100.00	90.00	7,853.98
13	100.00	100.00	90.00	7,853.98
14	100.00	100.00	90.00	7,853.98
15	100.00	100.00	90.00	7,853.98
16	100.00	100.00	90.00	7,853.98
17	100.00	100.00	90.00	7,853.98
18	100.00	100.00	90.00	7,853.98
19	100.00	100.00	90.00	7,853.98
20	100.00	100.00	90.00	7,853.98
21	100.00	100.00	90.00	7,853.98
22	100.00	100.00	90.00	7,853.98
23	100.00	100.00	90.00	7,853.98
24	100.00	100.00	90.00	7,853.98
25	100.00	100.00	90.00	7,853.98
26	100.00	100.00	90.00	7,853.98
27	100.00	100.00	90.00	7,853.98
28	100.00	100.00	90.00	7,853.98
29	100.00	100.00	90.00	7,853.98
30	100.00	100.00	90.00	7,853.98
31	100.00	100.00	90.00	7,853.98
32	100.00	100.00	90.00	7,853.98
33	100.00	100.00	90.00	7,853.98
34	100.00	100.00	90.00	7,853.98
35	100.00	100.00	90.00	7,853.98
36	100.00	100.00	90.00	7,853.98
37	100.00	100.00	90.00	7,853.98
38	100.00	100.00	90.00	7,853.98
39	100.00	100.00	90.00	7,853.98
40	100.00	100.00	90.00	7,853.98
41	100.00	100.00	90.00	7,853.98
42	100.00	100.00	90.00	7,853.98
43	100.00	100.00	90.00	7,853.98
44	100.00	100.00	90.00	7,853.98
45	100.00	100.00	90.00	7,853.98
46	100.00	100.00	90.00	7,853.98
47	100.00	100.00	90.00	7,853.98
48	100.00	100.00	90.00	7,853.98
49	100.00	100.00	90.00	7,853.98
50	100.00	100.00	90.00	7,853.98
51	100.00	100.00	90.00	7,853.98
52	100.00	100.00	90.00	7,853.98
53	100.00	100.00	90.00	7,853.98
54	100.00	100.00	90.00	7,853.98
55	100.00	100.00	90.00	7,853.98
56	100.00	100.00	90.00	7,853.98
57	100.00	100.00	90.00	7,853.98
58	100.00	100.00	90.00	7,853.98
59	100.00	100.00	90.00	7,853.98
60	100.00	100.00	90.00	7,853.98
61	100.00	100.00	90.00	7,853.98
62	100.00	100.00	90.00	7,853.98
63	100.00	100.00	90.00	7,853.98
64	100.00	100.00	90.00	7,853.98
65	100.00	100.00	90.00	7,853.98
66	100.00	100.00	90.00	7,853.98
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68	100.00	100.00	90.00	7,853.98
69	100.00	100.00	90.00	7,853.98
70	100.00	100.00	90.00	7,853.98
71	100.00	100.00	90.00	7,853.98
72	100.00	100.00	90.00	7,853.98
73	100.00	100.00	90.00	7,853.98
74	100.00	100.00	90.00	7,853.98
75	100.00	100.00	90.00	7,853.98
76	100.00	100.00	90.00	7,853.98
77	100.00	100.00	90.00	7,853.98
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79	100.00	100.00	90.00	7,853.98
80	100.00	100.00	90.00	7,853.98
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87	100.00	100.00	90.00	7,853.98
88	100.00	100.00	90.00	7,853.98
89	100.00	100.00	90.00	7,853.98
90	100.00	100.00	90.00	7,853.98
91	100.00	100.00	90.00	7,853.98
92	100.00	100.00	90.00	7,853.98
93	100.00	100.00	90.00	7,853.98
94	100.00	100.00	90.00	7,853.98
95	100.00	100.00	90.00	7,853.98
96	100.00	100.00	90.00	7,853.98
97	100.00	100.00	90.00	7,853.98
98	100.00	100.00	90.00	7,853.98
99	100.00	100.00	90.00	7,853.98
100	100.00	100.00	90.00	7,853.98

OAKES ESTATES SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped "OAKES ESTATES SUBDIVISION" located in that part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian in the City of Franklin, County of Milwaukee and State of Wisconsin, bounded and described as follows: Beginning at the Southwest corner of the Northwest 1/4 of said Section 9, run thence NORTH 0° 00' 00" W 654.57 feet along the West line of the Northwest 1/4 of said Section 9, thence NORTH 89° 59' 59" E, 1225.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2020 as Document No. 3482204; thence SOUTH 89° 59' 59" E, 449.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9, thence SOUTH 89° 59' 59" E, 1225.64 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of the description. Containing 874,719 square feet or 20.081 acres.

THAT I have made such survey, land and/or plat under the direction of OAKES ESTATES, LLC, owner of said land, THAT such plat is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereon.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance Ordinance 16, of the City of Franklin in surveying, locating and recording the same.

June 22, 2020

Mark R. Madsen
 Mark R. Madsen, S 2211
 Heenan Madsen & Bice, S.C.
 1408 Horizon Drive, Suite 200
 Racine, WI 53405
 (262) 934-2568



CITY OF FRANKLIN CERTIFICATE

I, Paul Rosenburg, being the duly appointed, qualified and acting Treasurer of the City of Franklin, do hereby certify that the records in my office show no uncollected tax sales and no unpaid taxes or unpaid special assessments as of July 15, 2020 affecting the lands included in the plat of OAKES ESTATES SUBDIVISION.

Dated this 27th day of July, 2020
 City Treasurer *Paul Rosenburg*
 Paul Rosenburg, Treasurer

RESOLVED, that the plat of OAKES ESTATES SUBDIVISION in the City of Franklin, OAKES ESTATES, LLC, is hereby approved by the Common Council of the City of Franklin on July 15, 2020.

APPROVED: *Debra A. Miller*
 Debra A. Miller, Mayor

I hereby certify that the foregoing is a copy of resolution number 2020-7412 adopted by the Common Council of the City of Franklin on July 15, 2020.

CITY CLERK: *Debra A. Miller*
 Debra A. Miller, Clerk



MILWAUKEE COUNTY TREASURER CERTIFICATE

STATE OF WISCONSIN
 COUNTY OF MILWAUKEE

David Galbraith, being the duly elected, qualified and acting Treasurer of Milwaukee County, do hereby certify that the records in my office show no uncollected tax sales and no unpaid taxes or unpaid special assessments as of July 15, 2020 affecting the lands included in the plat of OAKES ESTATES SUBDIVISION.

Dated this 11th day of August, 2020
 David Galbraith
 David Galbraith, County Treasurer



THE UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service to be hereby granted by Oakes Estates LLC owner to WISCONSIN ELECTRIC POWER COMPANY a Wisconsin corporation doing business as We Energies, Grantek Wisconsin 884, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation Grantek and CHARTER COMMUNICATIONS OPERATING, LLC, Grantek

Their respective successors and assigns to construct, install, operate, repair, maintain and replace from time to time facilities used in connection with overhead and underground transmission and distribution of electric and electric energy, natural gas, telephone and cable TV facilities for such purposes on the same or any part thereof by aerial, all in, over, under, across, along and upon the property shown within those areas on the plat designated "Utility Easement Areas" and the property designated on the plat for electric and cable TV service, public or private, together with the right to install service connections upon, across within and beneath the surface of such lots to serve improvements, service, or an additional lot, along the right of way shown thereon, and such easement may be reasonably required incident to the right herein granted, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or make good to the property, as nearly as practicable, the condition existing prior to such entry on the Grantee's real property. The restoration however does not apply to the final installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any lines, ducts or conduits which may be removed at any time pursuant to the rights herein granted. It is understood that the easement shall not be treated as an interest in real property unless the same is made a part of a deed or other instrument in writing and recorded in the public records of the County of Milwaukee, Wisconsin. The grant of the easement shall not be treated as an interest in real property unless the same is made a part of a deed or other instrument in writing and recorded in the public records of the County of Milwaukee, Wisconsin.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

OWNER'S CERTIFICATE OF DESIGNATION

OAKES ESTATES, LLC, as owner I hereby certify that I caused the land depicted on this plat to be surveyed, divided, mapped and described as represented on this plat, and certify that I, as owner, have not received any notice of objection for approval or objection: Department of Administration, Milwaukee County, City of Franklin.

OAKES ESTATES, LLC
 Signed: *Scott Willson*
 Director, OAKES ESTATES, LLC

SIGNED: *Scott Willson*
 I, Scott Willson, Director of OAKES ESTATES, LLC.

IN WITNESS WHEREOF, on the 11th day of July, 2020

Witness: *Scott Willson* *Debra A. Miller*

STATE OF Wisconsin
 COUNTY OF Franklin

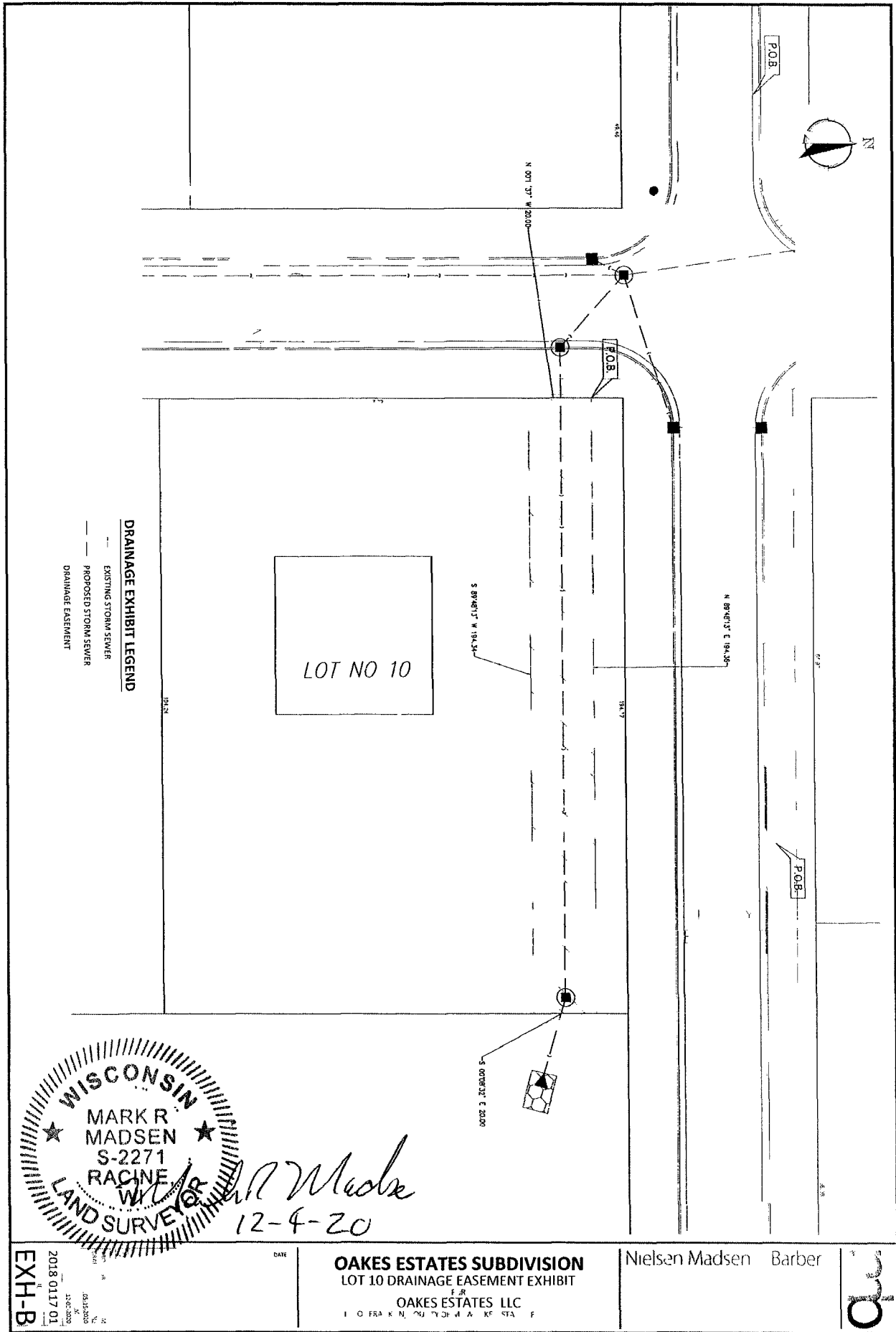
Personally came before me this 11th day of July, 2020, Scott Willson and Debra A. Miller, members of Oakes Estates, LLC, as the known to be the persons who executed the foregoing instrument and to me known to be both authorized signatories of said instrument, and acknowledged that they executed the foregoing or behalf of said Oakes Estates, LLC, by its authority.

Scott Willson
 Print Name Scott Willson
 Notary Public, Racine County, WI
 My Commission Expires: 8/27/2023



There are no objections to this plat with respect to the provisions of Sections 236.12, 236.16, 236.20 and 236.22 of the Wisconsin Statutes, as provided by s. 236.12, Wis. Stats.

Certified June 26, 2020
Karen M. Porek
 Department of Administration



WISCONSIN
 MARK R. MADSEN
 S-2271
 RACINE
 WI
 LAND SURVEYOR

M. R. Madsen
 12-4-20

EXH-B
 2018 0117 01
 12-03-2020

OAKES ESTATES SUBDIVISION
 LOT 10 DRAINAGE EASEMENT EXHIBIT
 OAKES ESTATES LLC
 I O F R A K N 2 U 7 J H A A K F S T A F

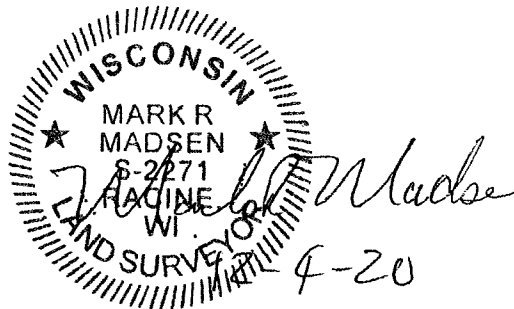
Nielsen Madsen Barber

EXHIBIT "C"

Drainage Easement Legal Description for Lot 10.

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows

Commence at the Northwest corner of Lot 10 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 10, 2020 as Document No. 11007677; thence S00°11'37"W, 10.00 feet along the East right of way line of South Cambridge Drive and the West line of Lot 10 of said subdivision to the point of beginning of this description; thence N89°48'13"E, 194.36 feet parallel to the North Line of said Lot 10 to the East line of said Lot; thence S00°08'32"E, 20.00 feet along said East line; thence S89°48'13"E, 194.34 feet parallel to the North Line of said Lot to the East right of way line of South Cambridge Drive and said West line of Lot 10, thence N00°11'37"W, 20.00 feet along the said East right of way line to the Point of Beginning. Containing 3,887 square feet or 0.089 acres.



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020-7698

RESOLUTION FOR ACCEPTANCE OF EASEMENT
FOR STORM DRAINAGE
FOR OAKES ESTATES SUBDIVISION
LOCATED AT APPROXIMATELY
SOUTH 92ND STREET, WEST WARWICK WAY AND SOUTH
CAMBRIDGE DRIVE
TAX KEY NUMBER 754-9998-000 (BEFORE LAND DIVISION)

WHEREAS, easements are required to install, maintain and operate storm drainage, sanitary sewer, watermain and temporary turn around for Oakes Estates Subdivision; and


NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easements and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easements accepting it on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the 15th day of December, 2020, by Alderman Hanneman.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 15th day of December, 2020.

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Mayer)

STORM DRAINAGE EASEMENT

Oakes Estates Subdivision
At Approximately 92nd St Warwick Way and Cambridge Drive
Tax Key of 754-9998-000 (Before I and Division)

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin hereinafter referred to as "City" and **Oakes Estates LLC**, a **Limited Liability Corporation** as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called Grantor (if more than one grantor is listed above said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors)

WITNESSETH

WHEREAS Grantor is the owner and holder of record Title to certain reel particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property) and

WHEREAS the City desires to acquire a perpetual non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto hereinafter collectively called the "Facilities" in upon and across said portion of the Property a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins all as shown on the plan attached hereto as Exhibit "B", and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed subject to the terms and conditions set forth below

NOW THEREFORE in consideration of the grant of the easement hereinafter described the initial installation and maintenance of the Facilities by the Grantor, and the City and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor the receipt whereof is hereby acknowledged said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a perpetual non-exclusive easement on that part of the Northwest quarter of Section Nine (9) Township Five (5) North Range Twenty-one (21) East, in the City of Franklin, Milwaukee County Wisconsin more particularly described on Exhibit C attached hereto (the "Easement Area")

- 1 That said Facilities not including any open swale/ditch shall be maintained and kept in good order and condition by the City at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping including any open swale/ditch within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns)
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities so much of the surface or subsurface of the Easement Area on the property as may be disturbed will at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence provided further however that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise excepting the defense of so-called "sovereign immunity"
- 3 That no structure, fence, plantings, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed within the Easement Area as approved by the City Engineer

- 4 In connection with the construction by the Grantor of any structure or building abutting said Easement Area the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor arising out of the construction by the Grantor of any structure or building abutting the said Easement Area and shall reimburse the City for the full amount of such loss or damage.
- 5 No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
- 6 The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
- 7 The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area which approval shall not be unreasonably withheld, conditioned or delayed.
- 8 That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin which approval shall not be unreasonably withheld, conditioned or delayed.
- 9 The City and Grantor shall each use and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 10 The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
- 11 Either party hereto may enforce this easement by appropriate action and should it prevail in such litigation that party shall be entitled to recover as part of its costs, reasonable attorneys' fees.
- 12 This easement may not be modified or amended except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
- 13 No waiver of acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as or constitute a waiver of acquiescence in or consent to any other, further or succeeding breach of the same or any other term, covenant or condition.
- 14 If any term or provision of this easement shall to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- 15 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- 16 It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

- 17 That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer which approval shall not be unreasonably withheld conditioned or delayed

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF _____ 20__

Company Name

By _____
Name and Title

STATE OF _____

ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20__, the above named

_____ of _____

(Name printed)

(Title)

(Development)

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation

NOTARY PUBLIC _____

My commission expires _____

CITY OF FRANKLIN

By _____
Stephen R Olson Mayor

By _____
Sandra L Wesolowski City Clerk

STATE OF _____

ss

COUNTY OF _____

On this _____ day of _____ 20__ before me personally appeared Stephen R Olson and Sandra L Wesolowski who being by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to Resolution File No _____ adopted by its Common Council on _____, 20__

Notary Public

My commission expires _____

Exhibit A

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9 Town 5 North Range 21 East of the Fourth Principal Meridian in the City of Franklin County of Milwaukee County and State of Wisconsin bounded and described as follows

Beginning at the Southwest corner of the Northwest 1/4 of said Section 9 run thence N00°03'00"W 659.57 feet along the West line of the Northwest 1/4 of said Section 9 thence N88°34'18"E. 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1 recorded in the Office of the Register of Deeds for Milwaukee County Wisconsin on June 14, 2005 as Document No. 09028234 thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9 thence S88°35'21"W. 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description. Containing 874,719 square feet or 20.081 acres

EXHIBIT "C"

Drainage Easement Legal Description for Lots 1 thru 6:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Commence at the Northwest corner of Lot 1 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 2020 as Document No. _____, thence S00°03'00"E 12 00 feet along the West line of said Lot 1 and East right of way line of South 92nd Street to the point of beginning of this description, thence N88°34'18"E, 886.44 feet parallel with the North line of said Subdivision to the East line of Lot 6 of said Subdivision and West right of way line of South Cambridge Drive and being the point of curvature to the right, having a Westerly convexity, a radius of 470.00 feet and a chord bearing and distance of S04°03'36"E, 20.02 feet, along said West right of way line of South Cambridge Drive; thence Southerly 20.02 feet along the arc of said curve, thence S88°34'18"W, 411.66 feet parallel to said North Subdivision line; thence S00°03'00"E, 180 85 feet parallel to the West line of Lot 4 of said Subdivision, to the North right of way line of Warwick Way and being the point of curvature to the Left, having a Southerly convexity, a radius of 780.00 feet and a chord bearing and distance of N78°02'38"W, 20 45 feet, thence Westerly 20 45 feet along the arc of said curve, thence N00°03'00"W, 176 11 feet parallel to the West line of said Lot 4, thence S88°34'18"W, 456.18 feet parallel to said North Subdivision line, to the West line of said Lot 1 and East right of way line of said South 92nd Street, thence N00°03'00"W, 20.01 feet along said West line of Lot 1 and East right of way line to the Point of Beginning Containing 21,317 square feet or 0 489 acres.

Drainage Easement Legal Description for Lots 7 & 8:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows

Begin at the Northwest corner of Lot No 7 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 2020 as Document No _____; thence N88°34'18"E, 335.21 feet along the North line of said Subdivision to the Northeast corner of said Lot 7; thence S00°08'32"E, 309.95 feet along the East line of said Subdivision and east lines of Lots 7 and 8 of said Subdivision to the North right of way line of Warwick Way, also being the Southeast Corner of Lot 8 of said Subdivision; thence S89°48'23"W, 20 00 feet along said North right of way line; thence N00°08'32"W, 289 51 feet parallel to said East Subdivision line, thence S88°34'18"W, 313.48 feet parallel to said North Subdivision line to the East line of said South Cambridge Drive and being the point of curvature to the Left, having a Westerly convexity, a radius of 530 00 feet and a chord bearing and distance of

N05°01'57"W, 20 04 feet, thence Northerly 20 04 feet along the arc of said curve, to the Point of Beginning. Containing 12,480 square feet or 0 287 acres

Drainage Easement Legal Description for Lot 10

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows

Commence at the Northwest corner of Lot 10 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 10, 2020 as Document No 11007677, thence S00°11'37"W, 10 00 feet along the East right of way line of South Cambridge Drive and the West line of Lot 10 of said subdivision to the point of beginning of this description, thence N89°48'13"E, 194 36 feet parallel to the North Line of said Lot 10 to the East line of said Lot, thence S00°08'32"E, 20 00 feet along said East line, thence S89°48'13"E, 194.34 feet parallel to the North Line of said Lot to the East right of way line of South Cambridge Drive and said West line of Lot 10, thence N00°11'37"W, 20 00 feet along the said East right of way line to the Point of Beginning. Containing 3,887 square feet or 0 089 acres

Drainage Easement Legal Description for Outlot 1

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows.

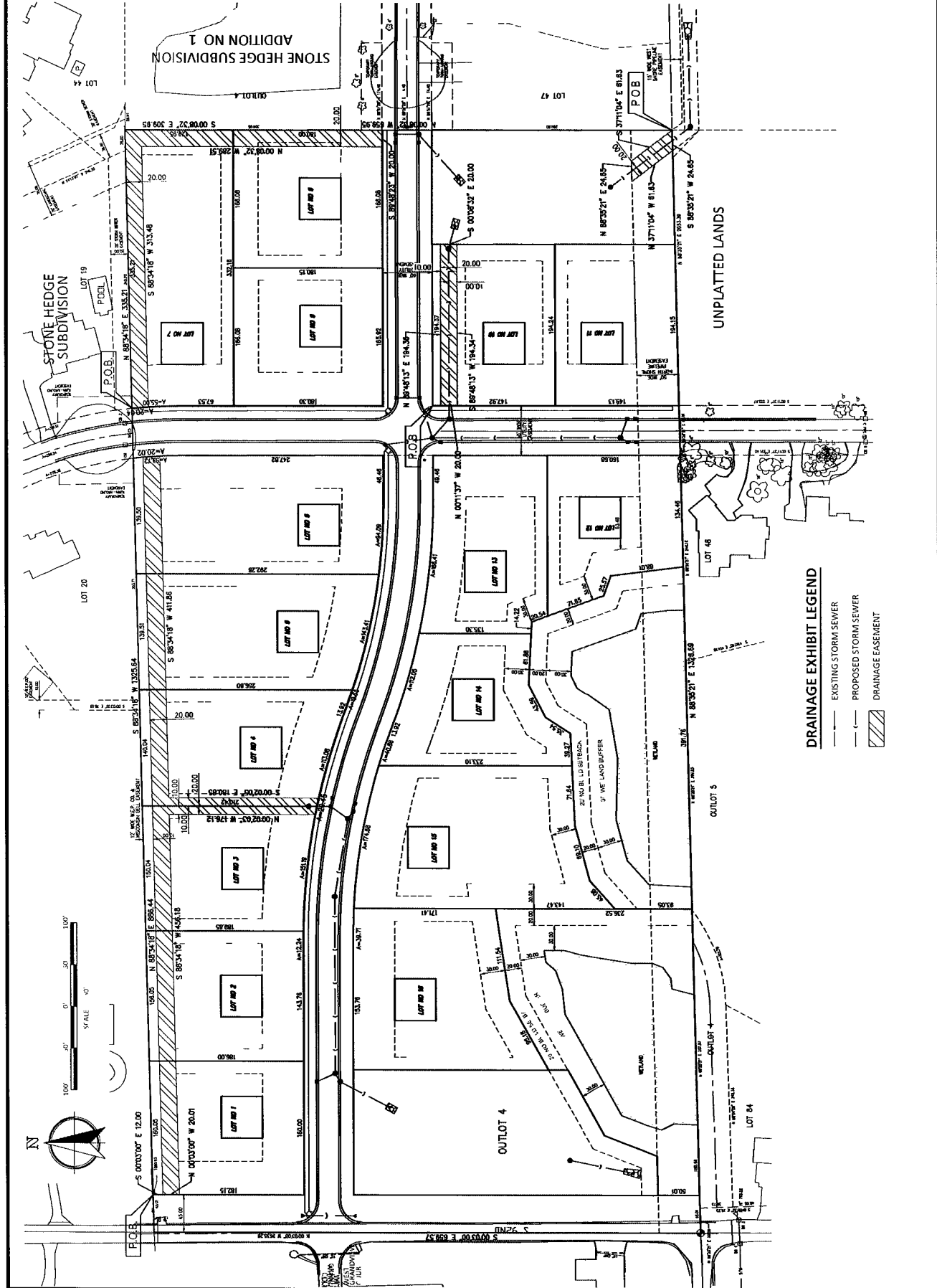
Begin at the Southeast corner of Outlot No 1 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 2020 as Document No. _____, thence S88°35'21"W, 24 65 feet along the South line of said Subdivision and Outlot, thence N37°11'04"W, 61 63 feet, thence N88°35'21"E, 24 65 feet parallel to the South line of said Subdivision and Outlot, thence S37°11'04"E, 61.63 feet to the Point of Beginning. Containing 1,233 square feet or 0 028 acres.

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SHEET
EXH-B

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OAKES ESTATES SUBDIVISION
FOR
OAKES ESTATES, LLC
DRAINAGE EASEMENT EXHIBIT
CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

Nielsen Madsen Barber
C V G N A R V E R
I B R S 6 5 2 8
1 8 6 5 2 8
1 8 6 5 2 8



PLAT OF SURVEY

FOR RECOMBINATION APPLICATION

LEGAL DESCRIPTION(S)

(PER TAX RECORDS)

Being all of Lot 10 and Lot 11 of Oakes Estates a recorded subdivision plat, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.
Address: (not assigned yet)
TAX KEY PIN: (not assigned yet)

SURVEYOR'S CERTIFICATE

I HAVE SURVEYED THE ABOVE PROPERTY, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTENT, BOUNDARIES, THE LOCATION OF ALL STRIKES THEREON, THE EASEMENTS, APPURTENANT RIGHTS AND ROADWAYS AND VISIBLY ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE MORTGAGES OR WARRANTS THEREON WITHIN ONE (1) YEAR FROM THE DATE HEREOF, AND TO THEM I WARRANT THE ACCURACY OF SAID SURVEY AND MAP.

DATED THIS 5TH DAY OF OCTOBER 2024 AT WATKINS, WI.

James R. Beatty, RLS 1834

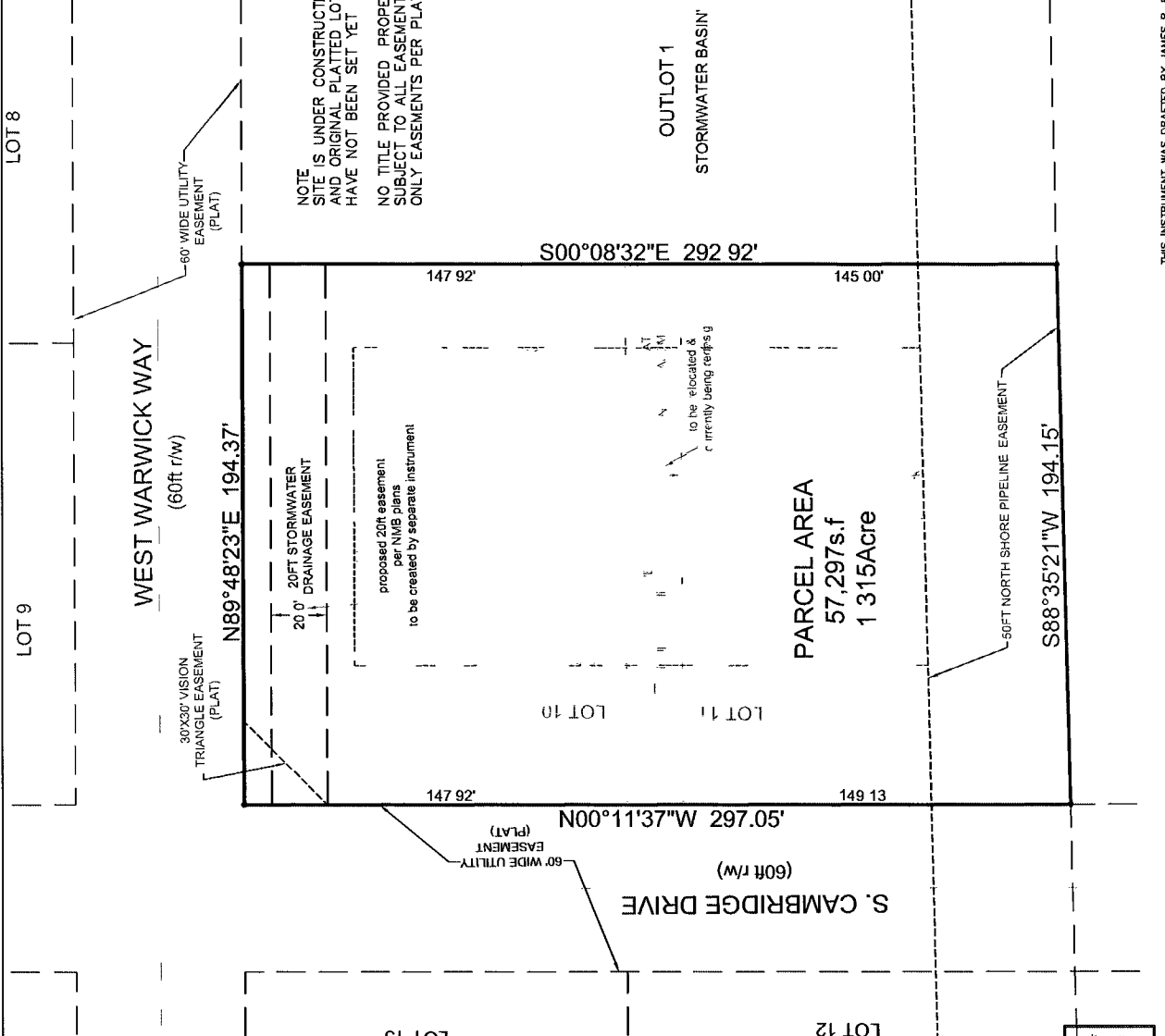
PREPARED BY:
HORIZON LAND DEVELOPMENT SERVICES, LLC
JAMES R. BEATTY, RLS 1834
WATKINS, WISCONSIN 53186
1162-8464, FN
www.horizondvd.com

PREPARED FOR:
James R. Beatty (owner)
5770 Lakes Dr.
Whitefish Bay, WI 53121

BEARING REFERENCE
BEARINGS ARE REFERENCED TO THE
EAST LINE OF S. CAMBRIDGE DRIVE PER
PLAT OF OAKES ESTATES, WHICH BEARS
S00°11'37"E.

LEGEND

- () INDICATES RECORDED DIMENSION MEASUREMENT FROM ACTUAL MEASUREMENT
- ◊ CORNER AS DESCRIBED
- * 1/4 SECTION CORNER (UNLESS OTHERWISE NOTED)
- 0.1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)
- SINKHOLE (UNLESS OTHERWISE NOTED)
- WELL (UNLESS OTHERWISE NOTED)
- FLARE
- FLAGPOLE
- SIGN
- BILLBOARD
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- POWER POLE
- CITY WIRE
- LIGHT POLE (PARASITIC LIGHT)
- HANDED PARKING
- ELECTRIC MANHOLE
- MARKED ELECTRIC
- TELEPHONE MANHOLE
- TELEPHONE CABLE TV LINE
- MARKED FIBER OPTIC
- MARKED FIBER OPTIC
- FIBER OPTIC
- EDGE OF TREES
- STORM SEWER
- WATER MAIN
- WATER SERVICE CHURN STOP
- WATER MANHOLE
- WATER SURFACE
- WATER SURFACE FLAG
- MARSH
- CONIFEROUS TREE
- SHRUB
- SHRUB TREE



NOTE
SITE IS UNDER CONSTRUCTION
AND ORIGINAL PLATTED LOT CORNERS
HAVE NOT BEEN SET YET
NO TITLE PROVIDED PROPERTY IS
SUBJECT TO ALL EASEMENTS OF RECORD
ONLY EASEMENTS PER PLAT ARE SHOWN

OUTLOT 1
STORMWATER BASIN

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 19, 2021
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND AND CAPITAL OUTLAY FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2020 TO 2021 FOR COMPENSATION AND CAPITAL PROJECTS	ITEM NUMBER <i>G.6.</i>

Background

On December 15, 2020 the Common Council directed the Director of Finance & Treasurer to prepare a 2021 Budget Amendment to carryforward certain 2020 unused appropriations in the General Fund for a merit pay program and temporary Inspection Services help as well as a website improvements Software Project in Information Services and repairs to Ken Windl pavilion.

A copy of the December 15, 2020 Council Action is attached.

Recommendation

The Director of Finance & Treasurer recommends adoption of the proposed 2021 Budget amendment to carryforward the unused 2020 appropriations that will be included in ending 2020 Fund Balances of the respective funds.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2020-2453, an Ordinance adopting the 2021 annual budgets for the General Fund and Capital Outlay Fund to provide carryforward appropriations from 2020 to 2021 for compensation and capital projects

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 BUDGETS FOR THE GENERAL FUND AND CAPITAL OUTLAY FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2020 TO 2021 FOR COMPENSATION AND CAPITAL PROJECTS

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 Common Council has carried over \$78,300 for Inspection Services to obtain limited term temporary staffing for peak inspection demand services which were not used in 2020; and

WHEREAS, Inspection Services has requested that the \$78,300 appropriation for temporary services again be carried over to 2021; and

WHEREAS, a \$36,600 appropriation for a merit pay pool went un-used in 2020; and

WHEREAS, the Director of Administration intends to develop and present for approval such a merit pay plan in 2021; and

WHEREAS, a \$20,000 2020 appropriation for web site improvements went un-used causing the funds to be included in the 2020 Capital Outlay Fund Balance; and

WHEREAS, a \$65,000 2020 appropriation for Ken Windl Park pavilion repairs went un-used in 2020 such that the funds are included in 2020 Capital Outlay Fund Balance; and

WHEREAS, the Common Council directed on December 15, 2020 that the Director of Finance and Treasurer prepare a carryover 2021 budget amendment to bring these projects forward to 2021 appropriations in the respective General and Capital Outlay Funds .

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

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

General Fund				
	Contingency	Personnel Services	Increase	\$36,600
	Inspection Services	Temporary Help	Increase	\$78,300

Section 2 That the 2021 Budget for the Capital Outlay Fund be amended as follows:

	Information Services	Software	Increase	\$20,000
	Parks	Building Improvements	Increase	\$65,000

Ordinance 2021-xxxx

Page 2

Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/15/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to Authorize Carry Forward of Unused 2020 Appropriations, for Use in 2021, in the Amount of \$549,900</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.14.</i></p>

The following items, included in the 2020 Budget, are being requested for carryover into 2021, so that the initiatives may be completed in 2021 with the authorized 2020 budgeted funds:

- 1) Initiative: Website Redevelopment
Amount: \$20,000
Account: 41-0144-5843, Capital Outlay Fund-Information Services, Software
Reason: Staff is requesting carryover of these funds to make improvements to the website including: the addition of an urgent alert message panel, the addition of a banner allowing for rotating images, the expansion of authors and editors for the site to be able to improve managing content and keeping data fresh, addition of subscription management to allow interested parties to sign up for notifications of website information, training on the Google Analytics functionality, some auditing for content and accessibility, reorganization of pages, and other improvements as needed.

- 2) Initiative: Ken Windl Pavilion Repairs
Amount: \$65,000
Account: 41-0551-5822, Capital Outlay Fund-Parks, Building Improvements
Reason: Staff is requesting to carryover \$65,000 for this initiative that has been needed for some time, and was approved and budgeted in 2020. With the Buildings and Facilities Survey being scheduled and completed in 2020, this project was delayed. The project did receive a high priority rating, as needing to be completed as soon as possible, in the survey results.

- 3) Initiative: Inspections Limited-Term Temporary Help
Amount: \$78,300
Account: 01-0231-XXXX, General Fund – Inspection Services, Various Payroll Accounts
Reason: Staff is requesting to carryover \$78,300 to preserve the option of hiring limited-term temporary help for the Director of Inspection Services to use and assign as needed. This includes various, appropriately-licensed, commonly-retired individuals to supplement our response in the Department. The Director has access to individuals willing to do the work on such a part-time, on-call basis. This provides additional flexibility to address peak demands. These funds have been carried over in previous years, used sparingly, and will not be replaced when spent.

- 4) Initiative: Merit Pay Pool
Amount: \$36,600
Account: 01-XXXX-XXXX, General Fund-Variou Functions, Appropriate Payroll Accounts
Reason: Staff is requesting to carryover the \$36,600 that was budgeted for 2020, to be used for merit increases, and was not spent due to not having developed the merit plan in 2020. As discussed at budget time, the classification and compensation plan that was approved and implemented approximately five years ago, includes a merit element that allows employees to achieve placement over the 65% level in their pay grade; however, no merit plan has been developed to date, which is creating an issue with retention as employees progress in their positions. Since the \$36,600 was budgeted for this purpose, and remains unused due to the absence of a functioning merit plan, staff did not include additional funds in the 2021 Budget for this purpose. This carry over will allow the implementation of the merit portion of the pay plan only after such plan is approved by the Council.

BUDGET AMENDMENT - RECLASS FUND BALANCE?

5) Initiative: Security Improvements

Amount: \$350,000

Account: 46-XXXX-XXXX, Capital Improvement Fund-Variou Functions, Various Accounts

Reason: Staff is requesting to carryover \$350,000 of the \$500,000 that was budgeted in 2020 for citywide security improvements. This initiative is just getting kicked off in Quarter 4 of 2020, with information gathering and research being done, the actual improvements will be completed in 2021. There are a number of needed improvements, including: cameras, interior and exterior; door access control; alarm availability, access, and management; electronic timekeeping; hallway safety; security glass; an emergency plan; training; and other related improvements as needed. While this initiative was originally planned for deficit spending in 2020, staff is working to ensure that the use of fund balance is kept to a minimum. However, since the \$350,000 will likely not suffice for all needed improvements, staff will monitor the year end numbers and consider an additional request depending on the project needs, available funding, and other City priorities.

As noted above, each of the detailed initiatives was part of the authorized 2020 budget that was not able to be completed during the year, so the request is being made to carry the initiatives forward into 2021 so that the funds can be used during 2021 for the same purpose and same manner as previously authorized.

Please note the following in regard to funding of each of the above enumerated initiatives: Items 1 and 2 are already fully funded in the Capital Outlay Fund; Items 3 and 4 are expected to be covered in full by available funds in the General Fund; and for Item 5, although the entire project was slated for deficit spending (i.e. using fund balance), this initiative will be funded first by available funds in the General Fund, which will be transferred to the Capital Improvement Fund, before a request is made for Council to consider utilizing fund balance.

COUNCIL ACTION REQUESTED

Motion to authorize the carry forward of unused 2020 appropriations, for use in 2021, in the amount of \$549,900, and direct the Director of Finance and Treasurer to prepare a 2021 Budget modification for the same, for Council consideration.

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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>1/19/2021</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to Purchase a Hurst E-Draulic "Combi-Tool" for Vehicle and Machinery Extrication Operations at a cost not to exceed \$13,550.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 7.</i></p>

The Fire Department is seeking council approval to purchase a Hurst SC358E2 battery operated E-Draulic extrication Combi-tool. This is a portable "jaws-of-life" type hydraulic tool that performs the functions of both a cutter and a spreader. This is a very cost effective means of ensuring that both of the department's staffed engines have the ability to initiate vehicle or machinery entrapment extrication operations, in the event that the existing extrication engine (E-113) is committed to a previous emergency call, or that a motor vehicle accident has multiple victims in need of extrication.

This tool was prioritized highly in the department's 2021 capital improvement budget request, and the appropriation was included in the Mayor's recommended budget, as approved by Council. That appropriation will fund 100% of the purchase cost.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department purchase of a Hurst SC358E2 battery operated E-Draulic extrication "Combi-tool" with existing appropriation in the 2021 Capital Improvement Fund, at a cost not to exceed \$13,550.



PROTECTING AMERICA'S HEROES
 350 Austin Circle
 Delafield WI, 53018-2171
 Ph: (262) 646-5911 Fx: (262) 646-5912

Bill to: CITY OF FRANKLIN FIRE DEPT
 8901 WEST DREXEL
 FRANKLIN, WI 53132-9725

Phone: (414) 425-1420 Fax: (414) 425-7067

Ship to: CITY OF FRANKLIN FD STATION 1
 8901 W. DREXEL AVE
 FRANKLIN, WI 53132-9725

Phone: (414) 425-1420 Fax: (414) 425-7067

Email : JMAYER@FRANKLINWI.GOV

Quote

Quote Number : 203254-0

Customer# : 5259

Quote Date : 01/11/2021

Quoted To : JAMES MAYER

Entered By : SARAH ENSWEILER

Salesperson : PAT MALONEY

Terms : NET 10

Ship Via : UPS GROUND

Ship Acct# :

Job/Rel# :

Customer PO : HURST COMBI

Customer/Order Instructions

THANK YOU FOR CHOOSING 5 ALARM FIRE AND SAFETY.

Line	Qty	U/M	Item #	Description	Price	Extension
0001	1	EA	273023000	HURST EDRAULICS SC358E2 COMBI TOOL PKG- INCLUDES TOOL, CHARGER, 2-EXL BATTERIES	13,550.00	13550.00

SubTotal 13,550.00

Signature: _____

SHIPPING CHARGES EXTRA

PRICES ARE GOOD FOR 30 DAYS OR UNTIL A MANUFACTURER PRICE INCREASE.

Credit Card payments will incur a convenience fee of 3% of the transaction amount on transactions exceeding \$5000.

Total USD 13,550.00

Notes	2020 Projected	2021 FORECAST/DEPT REQUEST	2021 RECOMMENDED	2021 PROPOSED	2021 D? ADOPTED
Blow-Hard Battery-Powered Ventilation Fan (\$4,390) Priority#7	0.00	4,390.00	0.00	0.00	0.00 N

Ventilation fans are used to remove smoke, heat, and toxic gases and particulates from a structure; and are standard equipment on all firefighting apparatus. Over the past few budget cycles, the fire department has sought to replace all of its previous gas-powered ventilation fans. They are lighter, more portable, and take up less compartment space; and, unlike a gas-powered fan they can be used to ventilate carbon monoxide (CO) or natural gas from a structure without filling it with exhaust fumes. They are also considerably quieter, which contributes to more effective (and therefore safer) fireground communications. All heavy fire apparatus would now be equipped with a battery powered high-volume fan

Hurst E-Draulic Combi-Tool (\$13,550) Priority #2

Currently, only one of the department's two staffed fire apparatus are equipped to perform vehicle extrication. A "combi-tool" (which both cuts as a shears and spreads as a "jaws of life") is an extremely cost-effective way to provide an effective extrication capability to the second engine, should the other one be committed to a call, or on the scene of a motor vehicle accident requiring extrication of more than a single victim.

Stihl Gas-Powered Rotary Saw (\$1,500) Priority #9

The department currently has a large and powerful rotary saw which is currently set up for cutting through reinforced or hardened metal, for the purposes of machinery or vehicle extrication. A second, more portable rotary saw would allow flexibility for more precise operation (i.e., close to entrapped victim), and would allow the department to have saws set up for cutting different materials, without having to perform the task of changing the blade during an emergent

2020 Projects	29,000.00	0.00	0.00	0.00	0.00 N
	29,000.00	0.00	19,440.00	13,550.00	13,550.00

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<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE January 19, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorize Two (2) Change Orders in regard to the BS&A Community Development & Complaint Software Implementation Project; Approve the Purchase of Seven (7) Laptops for Inspection Services Field Inspectors in Conjunction with the Implementation; and Authorize a 2021 Budget Amendment</p>	<p>ITEM NUMBER <i>G 8</i></p>

Background

As approved by the Common Council on May 5, 2020, City staff is in the process of implementing a number of new modules of the BS&A Program Suites. As part of the implementation, there are additional needs in two areas: (1) the addition of a module that was not originally part of the plan, specifically the addition of Utility Right-of-Way (ROW) Permits being processed through the system rather than manually as has been done in the past, and (2) the purchase of seven (7) laptops to provide Inspection Services staff the capability to work remotely while conducting field inspections. While the ROW Permit functionality was not anticipated, or known about prior, it is clear that this module will be valuable to the Engineering Department. And, with the laptops, it was known that they would be needed, however they were not authorized as part of the original project budget, and were inadvertently left out of the 2021 Budget.

With the ongoing pandemic, and the need to execute all of the implementation steps remotely, \$19,605 of the original project approval, which was designated for travel costs, has now been removed from the project as evidenced by the attached change order. This change order, along with a relatively small amount of contingency dollars, allows for the two needed additions to be executed at this time, and be in place very close to the 'go live' date which is occurring this week.

Analysis

ROW Permits – This change order, in the amount of \$3,000, will allow the incorporation of the Utility ROW Permits to be tracked in BS&A. Currently these permits are being tracked in an Excel spreadsheet, and implementing this module will result in operational efficiencies. The additional funding will allow for the coding efforts by BS&A to make this occur. In addition, there are a few changes that our GIS group will handle internally for integration purposes.

Seven (7) Laptops - This purchase will provide for greater work efficiencies and a significant reduction in the maintenance of paper files. Essentially, the inspectors will have access to all project files, including permit files and plans, while away from the office. The laptops provide for direct data input and project-related communications in the field. The laptops will also function as the desktop computer for the inspectors' workstation while they are working in the office.

Staff used the following criteria during their search in finding a solution to best fit the needs of the department:

- 1 Hardware compatibility with the software,
- 2 Durability/portability for both office and field use,
- 3 Removable keyboard with on-screen key board capability,
- 4 Screen size and resolution,
- 5 Docking station capability,
- 6 WIFI capability, and
- 7 Cost

After thoroughly reviewing the various computer types and options, staff selected the Microsoft Surface Pro 3 as best suited to meet the above criteria.

A total of seven (7) laptops is being requested for this purchase. Staff received the following quotes for the same, and all quotes are for the same exact specifications:

- 1 Paragon Development Systems (State Contract) – \$2,345 16
- 2 Amazon - \$2,460 00
- 3 Hartland Business Systems - \$2,479 00
- 4 CDW Government - \$2,509 04

Staff also requests approval to purchase the 3-year Microsoft Extended Hardware Service Plan and protective case for an additional amount of \$235 98 per device, which brings the total cost per device to \$2,581 14, and a grand total of \$18,067 98 for all seven (7) units.

Our representative from Paragon Development Systems indicates that the units are readily available, so if approved, the laptops would be placed into operation almost immediately.

Purchasing these devices will also service the City in another manner, as the existing desktop computers used by the inspectors will be available to be re-deployed to other areas as needed.

Recommendation

Staff recommends the authorization of the following:

Funding

- A change order in the amount of (\$19,605) – Removal of all travel costs included in the original project budget due to 100% remote training, and
- Use of funds from the 2021 Capital Improvement Fund contingency, in the amount of \$1,462 98

Spending

- A change order in the amount of \$3,000 – Addition of the ROW Permit Process, and
- The purchase of seven (7) laptops for the field services inspectors in the amount of \$18,067 98

If this item is approved, the Finance Director will bring forth a 2021 Budget Amendment funding \$1,462 98 from available contingency dollars in the Capital Improvement Fund.

COUNCIL ACTION REQUESTED

Motion to authorize two (2) change orders, outlined above, in regard to the BS&A Community Development & Complaint Software Implementation Project, approve the purchase of seven (7) laptops for Inspection Services Field Inspectors in conjunction with the implementation, and direct the Finance Director to execute a 2021 Budget Amendment funding \$1,462 98 from available contingency dollars in the Capital Improvement Fund.

Change Request

BS&A Software, Inc | bsasoftware.com | 855 BSASOFT

Customer: City of Franklin, Milwaukee County WI

Prepared By: Dan J Burns, CPA, Account Executive

Change #	4	Date Submitted	1/12/2021
		Date Required	1/12/2021
Application/Area Affected	Building Department		

No.	Changed Deliverable	Description	Net Change in Cost
1	Remove all Travel Costs from original proposal	100% of training was held remotely	-\$19,605
Total Net Changes			(\$19,605.00)

Customer Acceptance

BS&A Software

Signature _____

Signature _____

Date _____

Date _____

Change Request

BS&A Software, Inc | bsasoftware.com | 855 BSASOFT

Customer City of Franklin, Milwaukee County WI

Prepared By Dan J Burns, CPA, Account Executive

Change #	3	Date Submitted	12/22/2020
		Date Required	12/22/2020
Application/Area Affected	Building Department		

No.	Changed Deliverable	Description	Net Change in Cost
1	Add Building Department conversion	Merge ROW permits	\$3,000
Total Net Changes			\$3,000.00

Customer Acceptance

BS&A Software

Signature _____

Signature _____

Date _____

Date _____

<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;">05/5/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization for Purchase of BS&A's Community Development & Complaints Software including execution of the Software Licenses and Services Agreement</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 177.</i></p>

(This item was tabled to the May 5, 2020 Common Council Meeting from the April 21, 2020 Common Council Meeting.)

Project Notes: *The BS&A contract for the second phase of the Govern replacement project is nearly identical to the BS&A Water Utility contract signed on March 13, 2020 Only the project schedules and exhibits are different.*

Executive Summary: In 2002 the City of Franklin standardized all departmental land management and inspections systems under a suite of modules contained within Harris Govern. Although Harris has done a commendable job customizing an ERP system to the exact workflow and departmental requirements of Franklin, the v10.8 product lacks any ability to interface directly with the financial and accounting software. In addition to this core need, the Visual Basic 6 software does not have any ability to allow Internet based transactions to be performed, where constituents are unable to view a variety of bills and records online. Due to the history of the product being organically grown and supported within the Inspection Services department, the retirement of Fred Baumgart has required support and maintenance of the system to be performed by IT. This has brought to light many reporting and configuration issues within the systems that are extremely hard to correct, due to the longevity of the product and having one set of changes indirectly impact associated modules. Changing something as simple as a new fee or GL account is a process that can take several days and requires a significant amount of testing, due to the nature to fees being chained to one another during the calculations. In many cases, parameter data needs to be significantly simplified. Due to the aged VB6 architecture, one that does not natively support ODBC, SQL.DB, ADO, or .NET, integrating the product to other applications or enabling it for web services is extremely difficult. This requires very expensive customized code to be written for an application that has been slated for end of life by the software manufacturer.

This project focuses on replacing the entirety of Govern to a new ERP solution, one that is in alignment with planned changes being made to Water Utility Billing, while further enabling e-commerce. This is absolutely necessary to remain competitive with other municipalities for economic development investments, but also to improve constituent service and grow governmental transparency.

Explanation: Govern was initially installed and implemented by Harris Systems and a third-party consulting company based out of Chicago. Govern was selected as the Community Development ERP platform due to both the reputation and size of Harris Systems, but also because the vendor allowed for free license conversions to other Harris governmental products (in the event that the City was not satisfied with the current application). A major concern at the time was migrating city-wide core operational data to a new software package, only to have the company abandon the product or be acquired by another software company. The longevity and reputation of Harris Systems lowered the risk of product abandonment.

Over the course of nearly 20 years, Govern has been ported from a Visual Basic 6 program over to the Microsoft .NET programming language. The original .NET product was called Govern 5.0 (renamed Govern Open Forms 5.0) and was their premier .NET product. The software had major issues and many initial customers were dissatisfied with both the interface and usability. Integration with the new web portal was often determined to be very kludgy with a wide variety of issues.

The problems with Govern Open Forms 5.0 was so significant that Harris decided to stop development and completely rewrite the entire product, using some of the new built in tile technology that became available with Windows 8/10. The product was completely rewritten from the ground up, continuing to use the .NET platform, and contained dramatically improved interfaces and a brand-new ecommerce portal. Today Govern Open Form 6.1.x is the current product development line, which for years was the planned migration path.

Although Harris Systems is a large organization that makes a sizable number of governmental software products, at its core there have been several key problems that have never fully been corrected:

- **Extremely Long and Unpredictable Software Development Lifecycles** – Govern Open Forms 6.1 has been available since 2015, but in the course of four years Harris has not completed all modules within the suite. A key module to the software suite was the Water Utility Billing, which to date still has not been completed. Conversations with the SVP of Product Development, Benoit Lauzon, this product was to be finalized Q2 of 2019. The product has once again been delayed and of Q2 of 2020 still has yet to be coded and released.
- **New Customers Halting the Development Process** – A new customer (municipality) that is of large or complex scope will require product developers be temporarily transferred from writing module code to working on custom code or integration modules for the new customer. Developers are only reassigned back to product development once the new customer has been fully onboarded.
- **Harris Temporary Transferring Developers to Other Business Lines** – Harris has seen rapid growth in their health care services line of products and has moved developers between business units to help finalize product code for other high revenue initiatives.
- **CAMA** – Govern significantly altered their original product release scheduled by the introduction of both CAMA (computer assisted mass appraisal) and PACS (property appraisal and GIS services) as new modules. These were in high demand for the Canadian provinces and became a core focus of new development.
- **Integration with other GL & Accounting Packages** – Govern had very limited support for other accounting packages (supporting only the largest of accounting suites), with a very strong push to guiding customers to purchase GL/accounting packages produced by Harris Systems. For municipalities that already had their own financial accounting packages and already absorbed migration costs, the cost of creating customized AR/GL integration modules was extremely expensive. Securing Govern development time to creating integration modules for BS&A is also another major obstacle. Building upon a BS&A platform eliminates all integration problems between the financial systems and finally fully integrates it within the ERP

In addition to issues within the Govern product development and support, the City of Franklin implemented several customized integrations that made moving off the older Visual Basic 10.8 version of Govern difficult:

- EditApp – Because Govern (being written in a programming language from the late 1990's) did not have a built-in workflow system, EditApp was written as a piece of middleware that would provide some level of automation within land management functions. EditApp allows land management records entered in Govern to be exported and directly inserted into the GIS database. The software also created a CSV file of all newly entered/modified land management records and allowed it to be easily imported into the Assessment Department's Universe database. EditApp, being middleware, is tightly coupled to the database schema of GIS and Govern, to a point that database schema changes cannot be made in GIS or Govern without first fully testing the compatibility of EditApp.
 - Because of the tight application coupling the usage of EditApp for automation mandates that the version of ESRI's ArcGIS be of a specific level. EditApp is actively being retired, due to ERSI no longer supporting the current version of ArcGIS and requiring an upgrade. Master data is currently being fully synchronized between GIS and Govern.
- Crystal Reports – All reports and governmental records (permits, licenses, invoices, receipts) are products in Crystal Reports. Over 340 reports already exist and migrating to a different application or Govern version will require that each and every Crystal Report template be rewritten. There currently are no Crystal Reports experts on staff within the City of Franklin to assist with rewriting the templates. Crystal Reports has been bought and sold several times to a variety of companies (3 times since 2002), with the product now being owned by SAP. Migrating a report template to a different version of Crystal Reports may break the reporting functions or introduce output errors.

Phase 1 Project: For the 2019 Capital Outlay Budget the Water Utility Department has approved funding to migrate from Govern 10.8 over to BS&A Water Utility module. A critical success factor with this project is to allow online bill payment of all Water Utility bills, and allow customers to view all utility bills completely online. In order to accomplish the eCommerce goals of the project, Water Utility Billing has to be integrated and fully automated with the BS&A AR & GL. Because Water Utility Billing and financial accounting functions are performed within the same product suite, integration between the two modules and databases is very easy to accomplish.

Phase 2 - Project Deliverables: At the successful completion of the project the following deliverables will be achieved:

- Phase 1 – Water Utility Billing Project is fully complete and all issues are resolved. The final data exact is expected to be performed on 9/24/2020, with a go live date of 10/1/2020.
- Create a Project Plan containing a task decomposition and project timeline.
- Create business process maps of existing workflows along with associated use cases
- Install BS&A Community Development & Citizen Call to Action modules on a dedicated application server and install module level databases on a centralized SQL server. Modules installed will be BS&A Community Development suite (building department, field inspection, business licenses, and citizen call to action.)
- BS&A Online, which has already been provisioned for utility billing, will be extended to include the new modules and features.
- Create dedicated Active Directory application security groups and assign security permissions to the group based on user role assignments

- Assign database security permissions based upon Active Directory security groups. All application authentication will be performed using current Active Directory user accounts and passwords
- Configure parameterized data in BS&A to match current application configuration parameters within the Govern Land Management, Inspections, Licensing, and Complaints modules.
- Convert and migrate current Govern records over to BS&A. This will be a phased approach of land management master data records being ported first, with associated inspections, licenses, permits, and complaint records be ported in successive phases.
- Integrate existing Govern AR accounts within BS&A Financials and interface them within BS&A ERP for automated data entry and workflows.
- Configure BS&A Online for public search for parcel, permit, inspection, license, and complaint records.
- Review system generated reports and permits, ensuring the current Govern generated documents align with those created in BS&A report building.
- Audit inspections, permits, and licenses 30-60 days after conversion to ensure the accuracy and formatting of all governmental records and invoices.

Project Milestones: It is anticipated that the project will proceed using the following major milestones:

- Project Planning & Scope Determination
- Analysis – Land Management Records & Forms
- Analysis – Permit Records & Forms
- Analysis – Inspection Records & Forms
- Analysis – Licensing Records & Forms
- Analysis – Zoning Records & Forms
- Analysis – Complaints Records & Forms
- Analysis - Business Process & Workflows & GIS Integration
- Analysis – BS&A Financial Configuration
- Implementation - Build Migration Scripts
- Implementation – Build & Configure Test System (optional)
- Implementation – Build & Configure Production System
- Implementation - Database Creation & Security Group Definitions
- Implementation – Build & Configure BS&A Online Portal
- Migration – Load Test System Data (iterative for each module)
- Migration – Load Production System Data
- Migration – Running Billing Test Cases
- Training – User & IT Support Training
- Cutover – Implement BS&A Applications on Desktops & Terminal Servers
- Cutover – Activate Online Portal & Bill Payment
- Testing – Run Test Cases
- Testing – Verify records and invoices

Project Costs:

Applications	\$73,285
Data Conversions	\$30,650
Customization	\$ 1,500
Project Management & Planning	\$16,500
Implementation & Training	\$39,600
Travel Expenses	<u>\$19,605</u>
Total Expenses	\$181,140

The vendor requested \$19,605 for travel expenses, but it is believed that some costs may be deferred by allowing remote VPN access during the course of the project. Due to mandatory changes in training programs due to COVID-19, video conferencing may be used instead of direct onsite instruction. Funding has been established as \$225,00 in order to provide for contingencies and cost overages, due to the complex nature of the project and iterative data conversions. Also, please note that the IT Director may require some modifications and clarification on the Scope of Work documentation prior to final execution.

COUNCIL ACTION REQUESTED

Motion to authorize Purchase of BS&A's Community Development and Citizen Call to Action Software including execution of the Software Licenses and Services Agreement and to authorize the Director of IT to execute the necessary documents.

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APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 19, 2021
REPORTS AND RECOMMENDATIONS	AUTHORIZE STAFF TO SOLICIT EQUIPMENT CONSIDERED IN THE 2021 SEWER/WATER CAPITAL EXPENDITURES OUTLAY FUNDS	ITEM NUMBER G 9

BACKGROUND

Within the approved 2021 Sewer/Water Budgets, in the Capital Expenditures Outlay funds, is replacement of the following pieces of equipment:

- 4x4 Jeep – 11 years old
- Riding grass mower – 12 years old

Price quotes are being solicited by staff and asked to be approved by Board of Public Works, Board of Water Commissioners and Common Council.

Due to uncertain times, anticipated increase in pricing and current delays in manufacturing we would like to begin the process of securing quotes and moving forward in January in hopes of receiving desired equipment by early summer 2021.

As with all items used by the Sewer and Water Utilities, this equipment purchase will be funded 50/50 by both utilities.

OPTIONS

Authorize Sewer/Water staff to solicit quotes for the above equipment. Quotes will be presented to the Board of Public Works and the Board of Water Commissioners for review and approval. The Final recommendations will be sent to the Common Council for approval.

FISCAL NOTE

These purchases are included in the 2021 approved budgets as indicated above. The total amount budgeted for these two items is approximately \$63,000.

RECOMMENDATIONS

Authorize Staff to solicit quotes for equipment considered in the 2021 Sewer/Water Budgets for the Board of Public Works and the Board of Water Commissioners to review and approve, and send to the Common Council for final approval.

COUNCIL ACTION REQUESTED

Authorization for Sewer/Water Staff to solicit equipment considered in the 2021 Capital Expenditures Outlay funds.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/19/2021
REPORTS & RECOMMENDATIONS	Authorization for the Dept of Public Works to purchase Vehicles & Equipment	ITEM NUMBER <i>G 10.</i>

Per the Common Council's direction, at their meeting held on December 15th, 2020, quotes were obtained by Department of Public Works staff. These quotes were forwarded to the Board of Public Works for review at their January 12th, 2021, meeting. The following are the recommendations by the Board of Public Works for vehicle & equipment purchases to be made through the Equipment Revolving & Capital Outlay Funds:

RECOMMENDATION

- Two (2) Zero Turn and Two (2) 11 ft Lawn Mowers, to be purchased from Reinders, Inc., total cost \$197,736.22.
- Two (2) Plow Truck Chassis, including Box, Hydraulics, Front Plows, Wing Plows, & Salters. The truck Chassis to be purchased from Kriete Truck Center, and the remainder of the items to be purchased from Casper's Truck Equipment, total cost \$521,410.00.
- One (1) One-Ton Pickup Truck, to be purchased from Ewald, total cost \$44,794 00

All vendors listed are authorized vendors through the Sourcewell Cooperative Agreement, with the exception of Ewald, whom is part of the State of WI contract.

COUNCIL ACTION REQUESTED

Authorize DPW staff to purchase the above listed vehicles & equipment through the listed, recommended vendors recommended by the Board of Public Works.

DPW:KS/as

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>01-19-21</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Extension of Towing Contract for 2021-2022</p>	<p>ITEM NUMBER</p> <p><i>G.11.</i></p>

In March 2018, the Common Council awarded a 3-year towing contract to N & S Towing, Inc. through February 2021 and as permitted by the Contract, the City has the right to extend the Contract for 3 one-year extensions.

In consideration of the high quality of prior service provided, it is the recommendation that N & S Towing, Inc. be awarded the towing contract extension for the period of March 1, 2021 through February, 28, 2022.

COUNCIL ACTION REQUESTED

Motion to award the towing contract extension to N&S Towing, Inc. for the period March 1, 2021 through February 28, 2022.

EXTENSION AGREEMENT TO VEHICLE TOWING AND STORAGE CONTRACT
BETWEEN THE CITY OF FRANKLIN AND N & S TOWING, INC.

This Extension Agreement to the Vehicle Towing and Storage Contract, effective the 1st day of March, 2021, is made between the City of Franklin ("City"), a Wisconsin municipal corporation, located at 9229 West Loomis Road, Franklin, Wisconsin, and N & S Towing, Inc. ("Contractor"), a Wisconsin corporation, with its principal offices located at 1719 South 83rd Street, West Allis, Wisconsin 53214.

Whereas, the City and Contractor entered into a Vehicle Towing and Storage Contract dated March 1, 2018, for a period of three years, expiring February 28, 2021; and

Whereas, Section 12 of the aforesaid Vehicle Towing and Storage Contract providing in part that the Contract may be extended upon the mutual agreement of the parties, and the City and Contractor being desirous of extending such Contract for a period of one year, as evidenced by action of the Common Council of the City approving said extension at its regular meeting of _____, 20____; and

Whereas, the parties intend to memorialize their mutual agreement.

Now, therefore, it is hereby agreed, in consideration of the mutual promises and covenants set forth herein, and the exchange of other good and valuable consideration, receipt of which is hereby acknowledged, by and between the City and Contractor, as follows:

1. This Extension Agreement constitutes an additional one-year term extension of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2018, as contemplated by Section 12 of the aforesaid Vehicle Towing and Storage Contract.
2. The term of this Extension Agreement shall expire on February 28, 2022.
3. All of the terms and provisions of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2018, shall remain in full force and effect during the term of this Extension Agreement.

CITY OF FRANKLIN

Dated: _____

BY _____
Stephen R. Olson, Mayor

Dated: _____

BY _____
Sandra L. Wesolowski, City Clerk

Dated: _____

BY _____
Paul Rotzenberg, Director of Finance
and Treasurer

Dated: _____

BY _____
Jesse A. Wesolowski, City Attorney

N & S TOWING, INC.

Dated: _____

BY _____
TITLE _____

BY _____
TITLE _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Stephen R. Olson and Sandra L. Wesolowski, known to be the Mayor and City Clerk, respectively, of the City of Franklin personally came before me this ____ day of _____, 20____ who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

STATE OF WISCONSIN)
):
MILWAUKEE COUNTY)

_____, known to be _____
and _____, respectively of N & S Towing, Inc. personally came before me this ____ day of _____, 20____ who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01-19-21
REPORTS & RECOMMENDATIONS	Reschedule Common Council Meetings of February 16, 2021 and April 6, 2021 and Summer Meeting Schedule for 2021	ITEM NUMBER <i>G.12.</i>

Due to the Spring Primary on February 16, 2021 and the Spring Election on April 6, 2021 the Common Council may wish to reschedule these Common Council meetings with the Committee of the Whole on the Monday preceding the 1st Tuesday: Spring Primary on February 16, 2021 reschedule to February 15, 2021 or as the Council deems appropriate; and Spring Election on April 6, 2021 reschedule to April 5, 2021 or as the Council deems appropriate.

The Common Council may wish to set a summer meeting schedule for the months of June and July.

FEBRUARY 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 COMM OF WHOLE	2 COMMON COUNCIL	3	4 PLAN COMMISSION	5	6
7	8	9	10	11	12	13
14	15 COMMON COUNCIL	16 SPRING PRIMARY	17	18 PLAN COMMISSION	19	20
21	22	23	24	25	26	27
28						

MARCH 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 COMM OF WHOLE	2 COMMON COUNCIL	3	4 PLAN COMMISSION	5	6
7	8	9	10	11	12	13
14	15	16 COMMON COUNCIL	17	18 PLAN COMMISSION	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4 EASTER SUNDAY	5 COMMON COUNCIL	6 ELECTION	7	8 PLAN COMMISSION	9	10
11	12	13	14	15	16	17
18	19	20 COMMON COUNCIL	21	22 PLAN COMMISSION	23	24
25	26	27	28	29	30	

MAY 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 COMM OF WHOLE	4 COMMON COUNCIL	5	6 PLAN COMMISSION	7	8
9	10	11	12	13	14	15
16	17	18 COMMON COUNCIL	19	20 PLAN COMMISSION	21	22
23	24	25	26	27	28	29
30	31 Memorial Day CITY HALL CLOSED					

JUNE 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 COMMON COUNCIL	2	3 PLAN COMMISSION	4	5
6	7	8	9	10	11	12
13	14	15 COMMON COUNCIL	16	17 PLAN COMMISSION	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4 Independence Day	5 CITY HALL CLOSED	6 COMMON COUNCIL	7	8 PLAN COMMISSION	9	10
11	12	13	14	15	16	17
18	19	20 COMMON COUNCIL	21	22 PLAN COMMISSION	23	24
25	26	27	28	29	30	31

COUNCIL ACTION REQUESTED

No action (regular meeting schedule change due to the election, regular meeting schedule would be 1st and 3rd Tuesdays for Common Council with Committee of the Whole on the Monday preceding the 1st Tuesday).

OR

Motion to establish the amended meeting schedule for 2021 due to the elections (all meetings to begin at 6:30 p.m.) as follows:_____.

No action (regular meeting schedule would be 1st and 3rd Tuesdays for Common Council with Committee of the Whole on the Monday preceding the 1st Tuesday).

OR

Motion to establish the amended meeting schedule for 2021 (all meetings to begin at 6:30 p.m.) as follows:_____.

<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;">1/19/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize a 2021 Consulting Service Agreement with USI Insurance Services, LLC for Employee and Retiree Health Insurance and Other Ancillary Benefits</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>613</i></p>

Below is information relative to and a recommendation related to the extension of the current consulting services agreement with USI Insurance Services, LLC, for employee and retiree health insurance and other ancillary benefits.

This item is being considered by the Personnel Committee on January 18, 2021, and any recommendation that is made by the Committee will be reported at the Council Meeting on Tuesday, January 19, 2021

BACKGROUND

The City of Franklin has been under contract with its current benefits consultant for a number of years. In recent years, the benefit consulting company has been bought out/merged into other companies, specifically starting as Diversified Services, then changing to Associated Financial Group, LLC doing business as Associated Benefits and Risk Consulting (ABRC), and changing to USI Insurance Services, LLC (USI) in 2020.

USI provides numerous services to the City including assistance and guidance in selecting and administering numerous employee benefit plans. Those benefit plans include: health insurance, stop loss insurance, pharmacy benefit services, dental insurance, vision insurance, short- and long-term disability insurance, life insurance, and HSA and flexible spending plans.

The existing agreement with USI expired on December 31, 2020, and an extension is being requested at this time, with the exact same contract language as was previously in existence.

ANALYSIS

While the City has been served well by the benefit consulting company over the years, it is prudent for the City to periodically consider other similar companies as the provider of these services to ensure competitiveness and high-quality services, along with the opportunity to learn about new and updated market offerings. To that end, as has been discussed with the Personnel Committee and the Common Council during the last half of 2020, staff is currently preparing to kick that process off. The process will culminate in the City entering into a new agreement with the consulting partner selected through the process. Please note that even if the existing consulting partner is selected through the RFP process, a brand-new agreement will be entered into between the parties based on the requirements and parameters set forth in the RFP.

The agreement that is being requested for consideration at this time is a one-year agreement, for the entire calendar year of 2021. However, due to the upcoming process, which includes a plan to issue a 90-day termination notice at the appropriate time so that the new agreement may commence when awarded, the existing agreement that is being considered at this time will not be in effect for the entire calendar year.

In regard to the existing agreement, the City currently pays an annualized fee of \$54,500 for these services, and that does not change with the extension, for as long as the agreement is in place. And, the City will only pay for the months of service contracted prior to termination.

The funding source for this agreement is the 2021 Self-Insurance Fund, where adequate funds have been included in the 2021 budget.

RECOMMENDATION

Staff recommends that the Common Council authorize USI Insurance Services, LLC as the benefit consulting company for employee and retiree health insurance and other ancillary benefits for 2021; and, authorize the Director of Administration to execute the appropriate, related contracts.

COUNCIL ACTION REQUESTED

Motion to authorize a 2021 Consulting Services Agreement with USI Insurance Services, LLC, for employee and retiree health insurance and other ancillary benefits and authorize the Director of Administration to execute the appropriate, related contracts as needed.



Service Fee Agreement Addendum

This Addendum is entered into on the 1st day of January, 2021, by and between City of Franklin, WI (hereinafter "Client"), and USI Insurance Services LLC (hereinafter "USI") Client and USI are hereinafter collectively referenced as "the Parties " Client previously entered into a Service Fee Agreement, dated January 1, 2020, with Associated Financial Group, LLC (d/b/a Associated Benefits and Risk Consulting) ("ABRC"). ABRC merged with USI and USI operates as the successor in law to ABRC As such, the prior Service Fee Agreement remains in effect and is hereby incorporated by reference. The intention of the Parties is to modify the Service Fee Agreement by adding the following provisions.

- 1 Client agrees that all services are subject to the previously executed Service Fee Agreement, except where fees are amended, as set forth below
- 2 USI agrees to maintain the current fee set forth in the Service Fee Agreement for the 2021 calendar year Client agrees to pay USI fees in an annualized amount equal to \$54,500 All fees are subject to the payment plan previously agreed upon Following the end of 2021, fees will revert to the prior language in the Service Fee Agreement.
- 3 Commissions will remain the same as previously set forth in the Service Fee Agreement

By signing this Addendum, the Parties agree to the terms set forth in the incorporated Service Fee Agreement, as well as to the terms set forth above

City of Franklin

USI Insurance Services LLC

By: _____
Print Name/Title

By _____
Print Name/Title

Signature _____

Signature. _____

Date _____

Date _____

SERVICE FEE AGREEMENT

This Agreement is entered into effective January 1, 2020, by and between City Of Franklin, WI _____ (hereinafter "Client"), and Associated Financial Group, LLC, using the marketing name Associated Benefits and Risk Consulting (hereinafter "ABRC").

- A. ABRC is primarily engaged in the insurance brokerage business.
- B. ABRC routinely helps its clients assess their insurance risks and needs, designs plans of insurance, and obtains cost quotes based on these plans, and places insurance with insurance carriers.
- C. ABRC is typically compensated for its efforts through the commissions it receives in brokering the sale of insurance to its clients.
- D. ABRC has been discussing insurance risks and needs with Client.
 - Consulting Fee Relationship:** Client has designated ABRC to be its official Agent of Record, and has completed (or will complete) any forms necessary to do so.
 - Marketing Fee Relationship:** Although there is no formal business / insurance agency relationship between them, Client has asked ABRC to evaluate its insurance risk areas, compare and recommend insurance coverage options, design a plan of insurance (based upon discussions between the parties), obtain quotes for said plan, and procure or attempt to procure insurance suitable to Client's needs.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Client's Performance:** Client will provide ABRC with, and give ABRC full access to whatever information ABRC determines is necessary to enable ABRC to perform fully and effectively under this Agreement.
2. **ABRC's Performance:** ABRC will evaluate Client's insurance risk areas, compare and recommend insurance coverage options, design a plan of insurance (based upon discussions between the parties), obtain quotes for said plan, and procure or attempt to procure insurance suitable to Client's needs.
3. **Acknowledgement:** Client acknowledges that ABRC's performance under this Agreement represents a significant investment of time, effort, and expense on the part of ABRC, and are services for which ABRC is normally compensated through the commissions it receives as a result of entering into a business/insurance agency relationship with its clients.
4. **Compensation:** Client acknowledges that ABRC shall be entitled to compensation for the efforts it makes pursuant to this agreement, according to the following terms:

Fees. For the services described herein, Client shall pay ABRC fees in an annualized amount equal to \$54,500. Unless otherwise noted, the fees set forth in the previous sentence shall be paid by Client in equal monthly installments



Contingency Compensation. Some carriers, vendors, or third parties may pay contingency compensation for business that ABRC may place with them. Such contingency compensation does not alter or increase the cost of the services that ABRC is brokering or performing on behalf of Client, and thus does not increase the costs that Client pays for the provision of such services. Therefore, in addition to any fees described above, ABRC shall be entitled to any contingency compensation resulting from its work on behalf of Client irrespective of any other provisions elected under this Agreement.

Commissions. Some carriers, vendors, or third parties may pay commissions for the types of services provided by ABRC. Any commissions paid by such entities are often already factored into the cost of the services (e.g. rates) that ABRC is brokering or performing on behalf of Client, and thus often do not increase the costs that client pays for the provision of such services. Therefore, in addition to any fees or contingency compensation described above, ABRC shall be entitled to any commissions resulting from its work on behalf of Client, unless Client and ABRC shall specifically agree to some other arrangement in writing, or unless Client checks the following box:

- Client does not want ABRC to receive commissions for **some** of the services ABRC may provide or broker under this Agreement, regardless of whether such commissions increase the cost of the services provided or brokered. If for some only, please indicate the specific limitations for accepting commissions below:

Life/AD&D, LTD

Vision

Prescription Drug

- 5 **Payment:** Client shall pay ABRCs' fees according to the schedule set forth above via either Direct Wire Transfer, Traditional Invoicing, or ACH (*which is the method preferred by ABRC*). In the event Client chooses to be invoiced, Client shall pay any fees invoiced by ABRC no later than 30 days after receiving an invoice from ABRC Please identify Client's preferred payment method:

- ACH
- Direct Wire Transfer
- Traditional Invoicing

- 6 **Agreement Term and Termination:** ABRC is entering into a consultative relationship with Client. Unless terminated by either party, this relationship is expected to be open-ended and ongoing. As a result, at the expiration of this Agreement, this Agreement will automatically renew according to the same terms (subject to a 3% increase in the Fees described in the Compensation section above) and time period as described above, unless Client and ABRC enter into a new or amended agreement. Either Party may terminate this Agreement (or any automatically renewed agreement) by providing the other Party with at least 90 days written notice of intent to terminate. However, in the event either Party commits a material breach of this Agreement, the other Party can terminate upon 30-days' written notice.

- 7 **Confidentiality:** All information and advice exchanged between the Parties (including their agents and employees) shall be treated as confidential, and shall not be disclosed to third parties except: 1) as agreed upon in writing, 2) where necessary to accomplish the purposes of this Agreement, or 3) as required by law. In addition, each party agrees promptly to advise



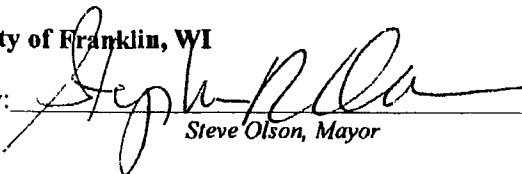
the other party in writing of any unauthorized misappropriation, disclosure or use by any person of Confidential Information which may come to its attention, and to take all reasonable steps to limit, stop or otherwise remedy such misappropriation, disclosure or use. The confidentiality provisions contained herein shall continue and stay in effect even after the expiration of this Agreement.

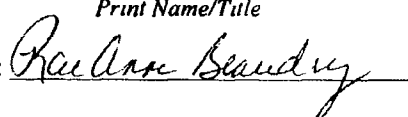
- 8 **Final Agreement:** This Agreement is an independent document that contains all of the covenants and agreements between the parties, and supersedes any and all other oral or written Agreements between Client and ABRC with respect to the matters described herein.
- 9 **Disclaimer.** While knowledge of the legal, tax, and financial issues related to the products, services, and advice offered by Associated Financial Group is an important part of our expertise, the products, services, and advice themselves do not constitute, and should not be construed as providing, legal, tax, or financial advice. Client acknowledges that, in providing products, services, or advice under this Agreement, ABRC is not acting in the capacity of a fiduciary, and Client hereby waives any rights it may have to pursue any type of fiduciary claim against ABRC

Client is seeking ABRC's expertise and recommendations with respect to the products, services, and advice offered by ABRC under this Agreement. However, ABRC cannot control the manner in which Client may interpret or utilize the products, services, and advice offered by ABRC under this Agreement. Therefore, Client hereby agrees that any claims it may have against ABRC as a result of products, services, or advice provided under this Agreement will be limited to the annualized fee amount it was paying at the time the facts underlying the alleged claim(s) occurred. The restrictions set forth in the previous sentence do not apply to gross misconduct, intellectual property violations, or data breaches.

- 10 **Modifications:** Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto
- 11. **Jurisdiction:** This Agreement is to be construed pursuant to Laws of the State of WI. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of WI

By signing this Agreement, the Parties agree to the terms as set forth above. Moreover, the individual executing this Agreement on behalf of Client hereby represents and warrants that, as of the Effective Date of this Agreement, he/she is duly authorized to execute this Agreement on behalf of Client.

City of Franklin, WI
By: 
Steve Olson, Mayor

Associated Financial Group, LLC
By: Rae Anne Beaudry, Regional V.P
Print Name/Title
Signature: 

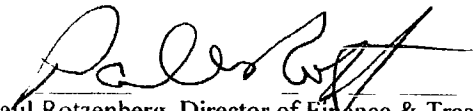
Date: June 1, 2020

Date: May 21, 2020

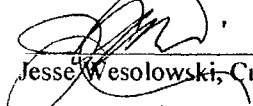
By: 
Sandra Wesolowski, Clerk

Date June 1, 2020



By 
Paul Rotzenberg, Director of Finance & Treasurer

Date 6-3-2020

By 
Jesse Wesolowski, City Attorney

Date 6/4/20

For Office Use Only

Sales Manager _____



What is a Business Associate Agreement?

The HIPAA Privacy and Security rules requires a Covered Entity to obtain signed agreements (Business Associate Agreement or BAA) with all of their Business Associates where the Business Associate agrees to protect the Covered Entity's Protected Health Information (PHI) and otherwise comply with the HIPAA Privacy and Security rules

Most employers are Covered Entities within the meaning of the HIPAA Privacy and Security rules by virtue of the fact that they sponsor a group health plan. Likewise, as your benefits consultant with respect to your group health plan, USI Insurance Services is your Business Associate.

As a service to you, we have prepared a boilerplate BAA to help you fulfill your obligation to obtain a BAA from us as your Business Associate.

Do I have to have a BAA even if I don't have access to PHI?

While you may not have access to PHI now, that may change in the future — by signing the BAA now, you ensure that you are in compliance with the HIPAA requirement when and if you do gain access to PHI. Moreover, many vendors will not share PHI or other information we need to assist you unless we attest that there is a BAA in place between us and you.

Keep in mind that you may have access to PHI in places you may not initially think of. For example, vendor websites and portals may allow you access to reports and data that may technically qualify as PHI. While USI will take steps to protect any PHI that we obtain or have access to as your benefits consultant, it is your responsibility to protect access to PHI that is within your control.

In particular, access to a website or portal that may contain PHI should be restricted to only those who have a true need to know. In most cases, it is not necessary to grant access to your vendor portals to any USI employees, we can typically access that information from other sources or we do not need to know that information to fulfill our role as your benefits consultant. To the extent that you and your consultant determine it is appropriate to give an USI employee access to a vendor portal or website, our employees are trained on the importance of protecting any PHI on that website. However, it is your responsibility to keep track of which USI employees have been given access to which websites and portals and terminate that USI employee's access if they are no longer assigned to your account or no longer need access to that website or portal.

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into between City of Franklin (“Covered Entity”) and USI Insurance Services (“Business Associate”), collectively “The Parties” as of January 1, 2021 (“Effective Date”)

I. Background

To the extent that Covered Entity possesses PHI, which may be disclosed or made available to Business Associate, the purpose of this Agreement is to comply with the business associate agreement requirements as set forth in HIPAA and as amended by HITECH

In the event of any inconsistency between the provisions of this Agreement and the HIPAA Privacy and Security Rules, as may be amended from time to time by the Secretary or as a result of interpretations by HHS, a court, or another regulatory agency, the HIPAA Privacy and Security Rules shall prevail

II. Definitions

- a. *Breach* shall have the meaning given in 45 CFR §164 402
- b. *Designated Record Set* shall have the meaning given in 45 CFR §164 501
- c. *Electronic Protected Health Information* shall have the meaning given in 45 CFR §160 103.
- d. *HIPAA* shall mean the Health Insurance Portability and Accountability Act of 1996 and any amendments thereto
- e. *HIPAA Privacy and Security Rules* shall mean HIPAA, HITECH, 45 CFR parts 160-164, and any other implementing regulations pertaining to the privacy or security of PHI
- f. *HITECH* shall mean the Standards for Privacy and Security of Personal Health Information in Subtitle D (Privacy) of the Health Information Technology Economic and Clinical Health Act of 2009
- g. *Limited Data Set* shall have the meaning given in 45 CFR §164 514(e)(2)
- h. *Minimum Necessary* shall mean a Limited Data Set or, if needed, the minimum necessary PHI to accomplish the intended purpose of a use, disclosure or request, until the effective date of the guidance required by §13405(b)(1)(B) of HITECH, at which time the term shall have the meaning specified in such guidance
- i. *Protected Health Information (PHI)* shall have the meaning given in 45 CFR §160 103, limited to the information created or received by Business Associate from or on behalf of Covered Entity
- j. *Required by Law* shall have the meaning given in 45 CFR §164 103
- k. *Secretary* shall mean the Secretary of the Department of Health and Human Services or his or her designee
- l. *Unsecured Protected Health Information* shall have the meaning given in 45 CFR §164 402



III. Business Associate Acknowledgements, Obligations, Permitted Uses and Disclosures

- a. Business Associate acknowledges it is subject to the requirements of the HIPAA Privacy and Security Rules to the extent required by HITECH and will comply with those rules and any other requirements applicable to Business Associate relating to the confidentiality of PHI under any federal or state law, including but not limited to the regulations pertaining to the confidentiality of substance use disorder patient records found at 42 CFR Part 2
 - b. Except as otherwise expressly limited in the Agreement, Business Associate may use or disclose PHI
 - i. To perform functions, activities, or services for, or on behalf of, Covered Entity in connection with the Agreement and any other agreements in effect between Covered Entity and Business Associate
 - ii. For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that if Business Associate further discloses PHI
 - 1. The disclosure is Required by Law, or
 - 2. The Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached
 - iii. To provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164 504(e)(2)(i)(B)
 - iv. To report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164 502(j)(1)
- Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- c. Except as permitted by 45 C F R §164 502(b)(2), Business Associate agrees to limit its use, disclosure and requests of PHI under the Agreement to the Minimum Necessary
 - d. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Privacy and Security Rules
 - e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI, as required by 45 CFR § 164 410, and any security incidents of which it becomes aware, and agrees further to mitigate, to the extent practicable, any harmful effect that is known to

Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement

- f Business Associate agrees to immediately report to Covered Entity as soon as reasonably practicable, but not later than 60 days, after becoming aware of any Breach of Unsecured Protected Health Information in accordance with 45 CFR §164.410. Business Associate agrees to ensure that any subcontractor(s) that create, receive, maintain, or transmit PHI on behalf of the Business Associate, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI as required by the HIPAA Privacy and Security Rules.
- g Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- h Business Associate agrees to provide to Covered Entity or an individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section III (h) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528.
- i. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- j. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner reasonably designated by Covered Entity.
- k. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining compliance with the HIPAA Privacy and Security Rules.
- l. Business Associate agrees it shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as specifically permitted by 45 CFR §164.502(a)(5)(ii).

IV. Covered Entity Obligations

- a Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy and Security Rules if done by Covered Entity
- b Except as permitted by 45 CFR §164.502(b)(2), Covered Entity agrees to limit its use, disclosure and requests of PHI under the Agreement to the Minimum Necessary
- c Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's Notice of Privacy Practices under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI
- d Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures
- e Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522
- f Covered Entity shall be solely responsible for determining which entities and individuals it shall give access to PHI whether PHI is maintained by Covered Entity directly or whether PHI is maintained through any third-party source, website or data base Covered Entity's responsibility in granting such access will include the responsibility to monitor and terminate access where appropriate
- g Covered Entity shall be responsible for complying with the Breach notification rules in HITECH §13402 and implementing regulations (45 CFR §164.402).

V. Term and Termination

- a This Agreement shall remain in effect until such time as all other agreements between Covered Entity and Business Associate are terminated unless terminated earlier as provided herein
- b Upon one party's knowledge of a material violation of this Agreement by the other party, the non-violating party shall either (a) provide an opportunity for the violating party to cure the violation or end the violation and terminate this Agreement (and any underlying agreement) if the violating party does not cure the violation or end the violation within ten (10) business days, or (b) immediately terminate this Agreement (and any underlying agreement) if cure is not possible
- c Except as provided in paragraph (d) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate Business Associate shall retain no copies of the PHI
- d In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible Upon mutual agreement of the Parties that

return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI

VI. Miscellaneous

- a *Regulatory References* A reference in this Agreement to a section in the HIPAA Privacy and Security Rules means the section as in effect, and for which compliance is required
- b *Amendment.* The parties mutually agree to enter into good faith negotiations to amend this Agreement from time to time in order for Covered Entity or Business Associate to comply with the requirements of HIPAA or HITECH, as they may be amended from time to time, and any implementing regulations that may be promulgated or revised from time to time
- c. *Interpretation* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules
- d. *No Third Party Beneficiaries* The parties agree that there shall be no third party beneficiaries to this contract, including but not limited to individuals whose PHI is created, received, used and/or disclosed by this Business Associate in its role as business associate.
- e. *No assignment* Covered Entity and Business Associate agree that this Agreement will not be assignable by either party except as expressly provided herein
- f *Binding Effect* This Agreement shall be binding upon the parties hereto and their successors and assigns
- g. *Survival.* The respective rights and obligations of Business Associate, as described above in Section III., shall survive the termination of this Agreement
- h *Address for Notices to Business Associate.* Any notices that may be required to be provided to Business Associate under the terms of this agreement shall be provided in writing via certified mail to the following address


HIPAA Privacy Officer
USI Insurance Services
6000 Clearwater Drive
Minnetonka, MN 55343

Any notices that may be required to be provided to Covered Entity under the terms of this agreement shall be provided in writing via certified mail to the main address Business Associate has on file for Covered Entity or such other address as designated by Covered Entity in writing

- i *Entire Agreement.* This Agreement constitutes the entire Agreement between Covered Entity and Business Associate with respect to the matters covered herein Covered Entity and Business Associate agree that there were no inducements or representations leading to the execution of this Agreement, nor any other agreements between them, other than those contained in this Agreement

J Counterparts This Agreement may be executed in any number of counterparts, which, when taken together, shall constitute one original

USI Insurance Services

By 

Print Name David Flotten

Title SVP, HIPAA Privacy Officer

Company Name: _____

By _____

Print Name _____

Title _____

<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;">January 19, 2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p><i>Orville Seymer v. City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. 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;"><i>M.14.</i></p>

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.

COUNCIL ACTION REQUESTED

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 01/19/2021
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of January 19, 2021.

COUNCIL ACTION REQUESTED

APPROVAL <i>Shw [Signature]</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/19/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated January 3, 2021 through January 14, 2021 Nos. 181320 through Nos. 181714 in the amount of \$ 1,736,105.27. Also included in this listing are EFT's Nos. 4474 through Nos. 4484. Library vouchers totaling \$ 6,213.97 and Tourism vouchers totaling \$ 66,756.00, Water Utility vouchers totaling \$ 60,193.47 and property tax refunds totaling \$98,228.67. Voided checks in the amount of \$ (8,525.72) are separately listed.</p> <p>Early release disbursements dated January 3, 2021 through January 13, 2021 in the amount of \$ 713,997.17 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 January 15, 2021 is \$ 488,031.15, previously estimated at \$ 545,000. Payroll deductions dated January 15, 2021 are \$ 354,941.93 previously estimated at \$ 336,000.</p> <p>The estimated payroll for January 29, 2021 is \$ 388,000 with estimated deductions and matching payments of \$ 542,000.</p> <p>Attached is a list of property tax disbursements Check Nos. 17928, EFT's Nos. 342 through Nos.353 and Nos. 277(s) through 279(S) dated December 31, 2020 through January 15, 2021 in the amount of \$ 52,343,112.94. \$ 57,270,143.97 represents settlements, \$32,200,000 represents collections to investments accounts and \$100,483.91 represents refunds/other. These payments have been released as authorized under Resolution 2013-6920.</p> <p>Approval to release Draw #3 for TID 6 to Loomis & Ryan LLC, not to exceed \$ 3,131,244.26.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p>		
<p>Motion approving the following:</p>		
<ul style="list-style-type: none"> • City vouchers with an ending date of January 14, 2021 in the amount of \$ 1,736,105.27 and • Payroll dated January 15, 2021 in the amount of \$ 488,031.15 and payments of the various payroll deductions in the amount of \$ 354,941.93 plus City matching payments and • Estimated payroll dated January 29, 2021 in the amount of \$ 388,000 and payments of the various payroll deductions in the amount of \$ 542,000, plus City matching and • Property Tax disbursements with an ending date of January 15, 2021 in the amount of \$ 52,343,112.94 and • Approval to release payment to Loomis & Ryan LLC, not to exceed \$ 3,131,244.26. 		
<p>ROLL CALL VOTE NEEDED</p>		