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REVISED***
CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, NOVEMBER 16, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Approval of Minutes of the Regular Common Council Meeting of November 2, 2021.
- D. Hearings – 2022 Proposed Budget.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Questions and Answers Concerning Budget for W. Marquette Avenue and Other City Projects in the Vicinity.
 - 2. An Ordinance Adopting the 2022 Annual Budgets for the General, Civic Celebrations, St. Martin’s Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8, American Recovery Act, and Internal Service Funds and Establishing the Tax Levy and Other Revenue for the City of Franklin and Establishing the Solid Waste Fee.
 - 3. A Resolution Awarding the Sale of \$6,710,000 General Obligation Bonds, Series 2021B.
 - 4. Update on “Christmas Tree Lighting and Parade” Program and Request to Temporarily Close S. Legend Drive and S. Schlueter Parkway for a Parade on December 4, 2021.
 - 5. Authorization to Enter into a Memorandum of Understanding with the Greenfield Police Department for a Cost Sharing Agreement for Digital Forensics Services.
 - 6. Agreement for Professional Services Emergency Medical Service User Fee Billing Services.
 - 7. Authorization to Purchase and Install a Commercial Grade Water Heater at Fire Station #1 in the Amount of \$12,114.35.
 - 8. Authorization for the Director of Health and Human Services to Accept the 2021 Division of Public Health Consolidated Contracts to Continue Funding Health Department Grants.

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9. Authorization for the Director of Health and Human Services to Purchase of Five APX8000 Radios for Enhanced Communication Capabilities.
10. Authorization to Purchase Server and Storage Area Network (SAN) Warranty Extensions as Budgeted for in the 2021 Information Services Capital Outlay Budget.
11. A Resolution Conditionally Approving a Land Combination for Tax Key Nos. 761-9950-003 and 761-9950-001 (2735 West Rawson Avenue and 7103 South 27th Street) (Dr. Vikramjit Singh Dhillon, Owner of Sania Investments LLC, Applicant).
12. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Youth Baseball Club Indoor Training Facility Use Upon Property Located at 11311 West Forest Home Avenue, Unit 1 (Muskego Warriors Youth Baseball, Inc., Applicant).
13. Public Policy 2-2021 Adopt-A-Road Policy for Franklin Roads.
14. Public Policy 1-2021 Walk-Up Policy for Garbage/Recycling Carts.
15. A Resolution Authorizing the City to Execute a Contract for Professional Services with Root-Pike WIN for an Information and Education Program for Meeting the 2022-2023 Department of Natural Resources Storm Water Permit Requirements for a Not to Exceed Fee of \$11,550.
16. Authorization to add Decorative and Colored Concrete Upgrades to a Wisconsin Department of Transportation Project on S. Lovers Lane (USH 45/STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue.
17. Authorization for the Department of Public Works to Purchase a Pothole Patch Truck.
18. An Ordinance No. 2021-2485, An Ordinance to Amend §30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries (Introduced on November 2, 2021).
- *** 18.1 A Resolution Establishing City of Franklin Ward Boundaries Following the 2020 Federal Census.
19. A Resolution Designating an Interim Finance Director/Comptroller/Treasurer for the City of Franklin.
20. 2022 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil and Site Evaluation.
21. List of Donations for July, August, September and October, 2021.
22. Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements) at 3617 Oakwood Road bearing Tax Key No. 950-9997-002. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3617 W. Oakwood Road, consisting of approximately 48.9 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
23. A Resolution to Authorize Amendment 4, to Task Order 5 to Ruckert & Mielke, Inc. for Phase 2- Final Design and Bidding of S. Hickory Street from W. Elm Road to W. Oakwood Road in the Amount of \$257,750.

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24. A Resolution to Enter into a Transmission Relocation Agreement with American Transmission Company, LLC for Work Across 3617 W. Oakwood Road (Tax Key No. 950-9997-002) for \$60,000.
25. Authorization of an Application for a State Trust Fund Loan for Future Tax Incremental District (TID) #8 Obligations.

H. Licenses and Permits.

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

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

November 18	Plan Commission Meeting	7:00 p.m.
November 25 & 26	City Hall Closed for Thanksgiving	

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 2, 2021
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on October 19, 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 present: Alderman Ed Holpfer, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber, and Alderman John R. Nelson. Also in attendance were Dir. of Administration Peggy Steeno, Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

- CITIZEN COMMENT B. Citizen comment period was opened at 6:33 p.m. and closed at 6:37 p.m.

- MINUTES
OCT. 19, 2021 C. Alderwoman Hanneman moved to approve the minutes of the regular Common Council meeting of October 19, 2021, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- HEARING: AMEND
2025 FUTURE LAND
USE MAP
STEPHEN R. MILLS,
PRESIDENT OF BEAR
DEVELOPMENT, LLC,
APPLICANT;
IGNASIAK
INVESTMENT CO.,
LLC AND GER VANG
AND CHIA VANG,
PROPERTY OWNERS D. A public hearing was called to order at 6:42 p.m. on a proposed Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Three Properties Generally Located on the East Side of South 112th Street, East of the Ryan Meadows Subdivision and West of the Franklin Savanna Natural Area From Recreational Use and Areas of Natural Resource Features Use to Residential Use (Totaling Approximately 92 Acres) (Stephen R. Mills, President of Bear Development, LLC, Applicant) (Ignasiak Investment Co., LLC and Ger Vang and Chia Vang, Property Owners). The properties which are the subject of this application are generally located on the east side of South 112th Street, east of the Ryan Meadows subdivision and west of the Franklin Savanna Natural Area, bearing Tax Key Nos. 892-9999-002, 937-9999-004 and 938-9999-011. The public hearing was closed at 6:44 p.m.
NOTE. The Applicant has requested to withdraw the application for the amendment of the Comprehensive Master Plan, with a copy of the Applicant's written request to do so contained within the item G.1 of this meeting agenda packet materials, and to withdraw the application for the rezoning of the properties conditioned upon the amendment of the Comprehensive Master Plan, with a copy of the Applicant's written request to do so also contained with the item G 1 of this meeting agenda packet materials.

- WITHDRAW TO
AMEND 2025 FUTURE G.1. Alderman Nelson moved to accept Applicant’s request to withdraw the Comprehensive Master Plan Amendment and Rezoning

LAND USE MAP
STEPHEN R. MILLS,
PRESIDENT OF BEAR
DEVELOPMENT, LLC,
APPLICANT;

applications to. change the Future Land Use Map use designation, from Recreation Use and areas of Natural Resource features to Residential Use, and to amend the Unified Development Ordinance (Zoning Map) to rezone from A-2 Prime Agricultural District and C-1 Conservancy District to R-5 Suburban Single-Family Residence District, for properties bearing Tax Key Nos. 892-9999-002, 937-9999-004 and 938-9999-011, generally located on the east side of South 112th Street, east of the Ryan Meadows Subdivision and west of the Franklin Savanna Natural Area, approximately 92 acres (Stephen R. Mills, President of Bear Development, LLC, Applicant). Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2021-7794
AWARDING THE
SALE OF \$2,040,000
GO NOTES

G.2. Alderman Barber moved to adopt Resolution No. 2021-7794, A RESOLUTION AWARDING THE SALE OF \$2,040,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

BALL PARK
COMMONS UPDATE

G.3. No action was taken on the Ballpark Commons project update presented by Mike Zimmerman and Steve Taylor.

CIVIC
CELEBRATIONS 2021
REPORT AND
REQUEST FOR 2022
EVENTS

G.4. Alderwoman Wilhelm moved to accept and place on file the summary from the 2021 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2022 Franklin Civic Celebration event. Seconded by Alderman Holpfer. All voted Aye; motion carried.

2022 UNWANTED
PRESCRIPTION DRUG
GRANT

G.5. Alderman Barber moved to allow the Director of Health and Human Services to accept the 2022 Clean Sweep Unwanted Prescription Drug Grant. Seconded by Alderman Mayer. All voted Aye; motion carried.

AGMT SOUTHEAST
WI HEALTHCARE
EMERGENCY
READINESS
COALITION

G.6. Alderman Holpfer moved to allow the Director of Health and Human Services to sign the continued Mutual Assistance Agreement between the Franklin Health Department and the Southeast Wisconsin Healthcare Emergency Readiness Coalition, Inc. Seconded by Alderman Barber. All voted Aye; motion carried.

AMEND UDO TO
REZONE 7401,
7295,7255 W.
RAWSON AVE.
(RAWSON
VENTURES, LLC,
APPLICANT)

G.7. Alderman Nelson moved to refer back to staff and table for a larger area plan, an Ordinance amending the Unified Development Ordinance (Zoning Map) to rezone certain parcels of land from R-6 Suburban Single-family Residential District and B-3 Community Business District to B-2 General District, located at 7401 West Rawson Avenue, 7295 West Rawson Avenue, 7255 West Rawson Avenue, and the upper portion of 7401A West Rawson Avenue (by

Rawson Ventures, LLC, Applicant, Brian Brunn, Property Owner).
Seconded by Alderwoman Hanneman. All voted Aye; motion
carried.

ORD. 2021-2484
APPROVE QUARRY
NONMETALLIC
MINING
RECLAMATION PLAN

G.8. Alderman Barber moved to adopt Ordinance No. 2021-2484, an Ordinance to Approve a Quarry Nonmetallic Mining Reclamation Plan and to Incorporate Same into Unified Development Ordinance Section 15-3.0428, Ordinance No. 97-1456 (PDD No. 23) Pursuant to §13.26s.5. and Unified Development Ordinance Section 15-3.0429, Ordinance No. 97-1457 (PDD No. 24) Pursuant to §13.27t.5. and to Authorize the Issuance of a Reclamation Permit in Relation there to (Payne & Dolan, Inc., Owner and Applicant). Seconded by Alderman Mayer. Alderman Barber withdrew his motion and Alderman Mayer withdrew his second.

Alderwoman Wilhelm then moved to adopt Ordinance No. 2021-2484, AN ORDINANCE TO APPROVE A QUARRY NONMETALLIC MINING RECLAMATION PLAN AND TO INCORPORATE SAME INTO UNIFIED DEVELOPMENT ORDINANCE SECTION 15-3.0428, ORDINANCE NO. 97-1456 (PDD NO. 23) PURSUANT TO §13.26S.5. AND UNIFIED DEVELOPMENT ORDINANCE SECTION 15-3.0429, ORDINANCE NO. 97-1457 (PDD NO. 24) PURSUANT TO §13.27T.5. AND TO AUTHORIZE THE ISSUANCE OF A RECLAMATION PERMIT IN RELATION THERE TO (PAYNE & DOLAN, INC., OWNER AND APPLICANT), with a staff review for an update every five years. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2021-7795
VEGETATION
CLEARING OF
WATER TOWER
PARK

G.9. Alderman Mayer moved to adopt RESOLUTION NO. 2021-7795, A RESOLUTION TO AWARD VEGETATION CLEARING OF NON-WETLAND AREAS OF WATER TOWER PARK (8120 SOUTH LOVERS LANE RD) TO ECO-RESOURCE CONSULTING, INC. FOR \$17,000. Seconded by Alderman Barber. All voted Aye; motion carried.

CONTRACT FOR
FUEL DISPENSERS
WITH BADGER OIL
EQUIPMENT CO.

G.10. Alderwoman Wilhelm moved to authorize Department of Public Works staff to execute a contract with Badger Oil Equipment Co. to provide new replacement fuel dispensers at the Department of Public Works. Seconded by Alderman Nelson. All voted Aye; motion carried.

ORD. 2021-2485
AMEND §30-1. OF
MUNICIPAL CODE TO

G.11. Alderwoman Wilhelm moved to introduce Ordinance No. 2021-2485, an Ordinance to Amend §30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries; Proceed with a Class 2

ESTABLISH
ALDERMANIC
DISTRICT AND
WARD BOUNDARIES

Publication; and Place this Ordinance on the Common Council Meeting Agenda of November 16, 2021, with the inclusion of proposed Map 2. Seconded by Alderman Nelson. On roll call, Alderman Mayer, Alderwoman Wilhelm, and Alderman Nelson voted Aye; Alderman Holpfer, Alderwoman Hanneman, and Alderman Barber voted No. Motion failed due to the lack of majority vote.

Alderman Barber then moved to introduce Ordinance No. 2021-2485, an Ordinance to Amend §30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries; Proceed with a Class 2 Publication; and Place this Ordinance on the Common Council Meeting Agenda of November 16, 2021, with the inclusion of proposed Map 1. Seconded by Alderwoman Hanneman. On roll call, Alderman Barber, Alderwoman Hanneman, and Alderman Holpfer voted Aye; Alderman Nelson, Alderwoman Wilhelm, and Alderman Mayer voted No. Motion failed due to the lack of majority vote.

Alderwoman Hanneman then moved to reconsider Ordinance No. 2021-2485, an Ordinance to Amend §30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries; Proceed with a Class 2 Publication; and Place this Ordinance on the Common Council Meeting Agenda of November 16, 2021, with the inclusion of proposed Map 2. Seconded by Alderman Nelson. On roll call, Alderman Holpfer, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Nelson voted Aye; Alderman Barber voted No. Motion carried.

Alderman Nelson then moved to introduce Ordinance No. 2021-2485, AN ORDINANCE TO AMEND §30-1. OF THE MUNICIPAL CODE TO ESTABLISH ALDERMANIC DISTRICT AND WARD BOUNDARIES; PROCEED WITH A CLASS 2 PUBLICATION; AND PLACE THIS ORDINANCE ON THE COMMON COUNCIL MEETING AGENDA OF NOVEMBER 16, 2021, with the inclusion of proposed Map 2. Seconded by Alderman Holpfer. On roll call, Alderman Nelson, Alderwoman Wilhelm, Alderman Mayer, and Alderman Holpfer voted Aye; Alderman Barber and Alderwoman Hanneman voted No. Motion carried.

PENDING CHANGES TO TAX COLLECTION SOFTWARE G.12.

No action was taken on review of pending changes to Tax Collection Software.

Alderwoman Wilhelm vacated her seat at 9:10 p.m. and returned to her seat at 9:15 p.m.

- SEPT. 2021 FINANCIAL REPORT G.13. Alderwoman Hanneman moved to receive and place on file the September, 2021 Financial Report. Seconded by Alderman Nelson. All voted Aye; motion carried.
- 2022 PROPOSED BUDGET G.14. There were no further discussions at this time on the proposed 2022 Budget.
- 2021 HEALTH PLAN ISSUE AND AMEND 2022 HEALTH PLAN DESIGN RELATED TO HRA/HSA G.15. Alderman Barber moved to approve an amendment to the 2022 Health Insurance Plan related to the HRA/HSA components; and authorize the Director of Administration to execute the appropriate related contracts. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- LICENSES AND PERMITS H. Alderman Nelson moved to approve the following:

Grant 2021-2022 Operator License to: Mya Duldulao, Mary Leischer, Mikala Lindl; and

Grant Change of Agent to: FF&E, LLC (Hampton Inn & Suites), Jefferson Calimlim, subject to satisfactory Fire inspection.

Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL I. Alderman Barber moved to approve the following: City vouchers with an ending date of November 1, 2021 in the amount of \$2,104,377.67; payroll dated October 22, 2021 in the amount of \$435,674.49 and payments of the various payroll deductions in the amount of \$467,976.67 plus City matching payments; estimated payroll dated November 5, 2021 in the amount of \$409,000 and payments of the various payroll deductions in the amount of \$237,000, plus City matching payments. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- CLOSED SESSION TID 7 DEV. AGREEMENT WITH VELO VILLAGE APARTMENTS LLC G.16. Alderwoman Wilhelm moved to enter closed session at 9:30 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Amendment to Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

The Common Council re-entered open session at 9:50 p.m.

CLOSED SESSION
POTENTIAL
ACQUISITION OF
PROPERTIES FOR
PUBLIC PARK
PURPOSES

- G.17. Alderwoman Wilhelm moved to enter closed session at 9:50 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of properties intended to be used for public park purposes in the general southwest area of the City and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

The Common Council re-entered open session at 10:26 p.m.

CLOSED SESSION
TID NO. 8
DEV. AGREEMENT
WITH OAKWOOD
INDUSTRIAL LLC,
SPEC INDUSTRIAL
BUILDINGS MIXED
USE DEV. AT 3617
W. OAKWOOD RD.

- G.18. Alderwoman Wilhelm moved to enter closed session at 10:28 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Oakwood Industrial LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3617 West Oakwood Road, consisting of approximately 48.9 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 10:38 p.m., Alderwoman Hanneman moved to authorize staff to proceed with bonding for South Hickory Street and the storm water infrastructure in addition to the already authorized sewer lift station borrowing that will take place on November 16, 2021. Seconded by Alderman Nelson. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Mayer moved to adjourn the meeting at 10:40 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/16/2021</p>
<p>PUBLIC HEARING</p>	<p>Public Hearing - 2022 Proposed Budget</p>	<p>ITEM NUMBER</p> <p>D.</p>

As is required by Wisconsin State Statutes, the Common Council scheduled a Public Hearing on the 2022 Proposed Budget for Tuesday, November 16, 2021. The Public Hearing was duly noticed in accordance with the law, and the complete proposed budget has been available for public inspection at the Office of the City Clerk, the Franklin Public Library, and on the City's website since September 22, 2021. Attached is a copy of the notice that comprises the Summary of the 2022 Proposed Budget.

To recap, the following has occurred in conjunction with the City's 2022 Budget Process:

Mayor Olson released his '2022 Mayor's Recommended Annual Budget' on September 21, 2021, after months of internal preparation, compilation, and review;

The 2022 Mayor's Recommended Annual Budget was presented to the Common Council and the citizens by the Director of Administration at the Common Council Meeting on September 21, 2021;

The Common Council referred the 2022 Mayor's Recommended Annual Budget to the Finance Committee for an in-depth review and to make recommendations regarding updates/changes to the Common Council upon completion of the review;

The Finance Committee held three meetings on the 2022 Mayor's Recommended Budget, where each section of the draft budget was reviewed in detail, in consultation with the Director of Administration, the Director of Finance, and all Department Heads, and recommended a number of updates to the Common Council on October 19, 2021; and

The Common Council, on October 19, 2021, through the following action, adopted the attached list of updates/changes to the 2022 Mayor's Recommended Budget, which now stands as the 2022 Proposed Budget being considered by the Common Council;

"Alderman Holpfer moved to amend the 2022 Mayor's Recommended Budget to increase Civic Celebrations resources by \$118,000 and Civic Celebrations Non-Personnel expenditures by \$100,680; to increase Health Grants resources by \$5,000 and Health Grant Expenditures by \$5,000; and for resources and expenditures by Fund and appropriation unit, as detailed on the schedule in the Common Council meeting packet, be included in the Proposed 2022 City of Franklin Budget for the Public Hearing scheduled for November 16, 2021. Seconded by Alderwoman Hanneman. All voted Aye; motion carried."

The Director of Administration will be available at the Public Hearing to provide a few brief comments regarding the budget process and recap the highlights of the 2022 Proposed Budget.

COUNCIL ACTION REQUESTED

This item is to hold a Public Hearing on the 2022 Proposed Budget.

City of Franklin, WI
General Fund

Official Budget Appropriation Units

The Common Council of the City of Franklin, Wisconsin, will hold a public hearing on Tuesday, November 16, 2021 at 6:30 p.m. or as soon thereafter as the matter may be heard, in the Franklin City Hall Common Council Chambers, 9229 West Loomis Road, Franklin, Wisconsin, for the purpose of hearing any citizen or taxpayer on the proposed 2022 City Budget. Summary of the proposed budget is published herewith, and a copy of the complete proposed budget will be available for public inspection at the Office of the City Clerk, Franklin City Hall, Monday-Friday from 8:30 a.m. to 5:00 p.m. (holidays excepted), at the Franklin Public Library, 9151 W Loomis Rd Franklin, Wisconsin following the date of this notice, and on the City of Franklin website www.franklinwi.gov. Dated at Franklin, Wisconsin, this 27th day of October 2021
Sandra Wesolowski, City Clerk

2022
PROPOSED

	2020 ACTIVITY	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	2021 Forecast	2022 PROPOSED	Fav (Unf) Prior Adopted \$\$	Fav (-Unf) Prior Adopted Pct
REVENUES							
REAL ESTATE TAXES	19,001,867	19,184,900	19,184,900	19,184,900	19,931,500	746,600	3.9%
REVENUE OTHER TAXES	648,972	626,900	626,900	626,200	626,900	0	0.0%
TRANSFERS IN	1,003,388	1,050,000	1,050,000	1,050,000	1,063,600	13,600	1.3%
INTERGOVERNMENTAL	1,790,135	1,785,400	1,785,400	1,733,400	1,758,500	(26,900)	1.5%
LICENSES & PERMITS	1,058,952	1,108,650	1,108,650	1,168,400	1,202,275	93,625	8.4%
FINES, FORFEITURES AND PENALTIES	390,124	490,000	490,000	420,000	450,000	(40,000)	-8.2%
CHARGES FOR SERVICES	2,172,980	2,424,650	2,424,650	2,448,250	2,503,750	79,100	3.3%
INTERGOVERNMENTAL CHARGES	183,423	203,200	203,200	203,000	281,200	58,000	28.5%
INTEREST & INV INCOME	317,064	359,718	359,718	112,438	196,138	(163,580)	-45.5%
MISCELLANEOUS	215,511	135,750	135,750	154,550	219,866	84,116	62.0%
Total Resources	26,780,416	27,369,168	27,369,168	27,101,138	28,213,729	844,561	3.1%
GENERAL GOVERNMENT TOTAL	3,080,025	3,162,903	3,162,903	3,317,680	3,395,979	233,076	7.4%
PUBLIC SAFETY TOTAL	17,471,369	18,352,063	18,472,161	17,715,717	18,966,374	614,311	3.3%
PUBLIC WORKS TOTAL	4,065,612	4,288,736	4,586,454	4,342,475	4,270,593	(18,143)	-0.4%
HEALTH & HUMAN SERVICES TOTAL	663,975	713,239	713,239	705,050	751,686	38,447	5.4%
CULTURE & RECREATION TOTAL	228,386	218,343	229,486	209,900	209,900	233,506	106.9%
CONSERVATION & DEVELOPMENT TOTAL	597,411	599,884	617,257	563,350	618,248	18,364	3.1%
TRANSFERS OUT TOTAL	48,379	24,000	374,000	574,000	24,000	0	0.0%
CONTINGENCY	0	2,760,000	2,720,000		2,235,000	(525,000)	19.0%
TOTAL EXPENDITURES	26,215,157	30,119,168	30,889,841	27,428,172	30,713,729	594,561	2.0%
NET RESOURCES (EXPENDITURES)	565,259	(2,750,000)	(3,530,673)	(327,034)	(2,500,000)	250,000	-9.1%
BEGINNING FUND BALANCE	8,633,754	9,199,013	9,199,013	9,199,013	8,871,979		
ENDING FUND BALANCE	9,199,013	6,449,013	5,668,340	8,871,979	6,371,979		
Total Tax Levy	19,001,867	19,184,900	19,184,900	19,184,900	19,931,500	748,600	3.9%
General Fund	1,340,500	1,337,200	1,337,200	1,337,200	1,347,200	10,000	0.7%
Library Fund	295,700	296,000	296,000	296,000	53,300	(242,700)	-82.0%
Debt Service Fund	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	0	0.0%
Total Tax Levy	21,738,067	21,918,100	21,918,100	21,918,100	22,432,000	513,900	2.3%
Impact Fee Parks	259,254	146,117	146,117	125,000	316,485	170,368	116.6%
Impact Fee Sewer	113,304	112,000	112,000	153,000	388,610	256,610	229.1%
Impact Fee Administrative	6,713	7,535	7,535	6,500	73,040	65,505	869.3%
Impact Fee Water	570,239	498,000	498,000	275,000	701,823	203,823	40.9%
Impact Fee Transportation	69,495	158,825	158,825	50,000	375,362	216,537	136.3%
Impact Fee Fire	61,149	108,875	108,875	36,000	257,444	148,569	136.5%
Impact Fee Law Enforcement	89,461	124,750	124,750	40,000	294,498	169,748	136.1%
Impact Fee Library	60,898	24,750	24,750	20,000	49,229	24,479	98.9%
Total Impact Fees collected	1,230,313	1,180,852	1,180,852	705,500	2,436,291	1,255,439	106.3%
Equalized Tax Rate per \$000 of Value City		5.2037289			5.0823285	(0.1214004)	-2.3%
TOTAL SPECIAL REVENUE FUNDS							
REAL ESTATE TAXES	1,340,500	1,337,200	1,337,200	1,337,200	1,347,200	10,000	0.7%
REVENUE OTHER TAXES	31,871	83,000	83,000	328,000	(83,000)	(83,000)	100.0%
INTERGOVERNMENTAL	455,989	329,830	329,830	2,525,900	1,347,428	1,017,598	308.5%
LICENSES & PERMITS	0	24,000	24,000	19,000	20,000	(4,000)	16.7%
CHARGES FOR SERVICES	1,908,477	2,070,949	2,070,949	2,059,000	2,108,500	37,551	1.8%
INTEREST & INV INCOME	34,094	20,500	20,500	16,000	8,825	(11,675)	-57.0%
MISCELLANEOUS	152,894	80,000	80,000	100,000	83,500	3,500	4.4%
Total Revenues	3,969,220	3,945,479	3,945,479	6,433,600	4,960,453	1,014,974	25.7%
EXPENDITURES							
GENERAL GOVERNMENT TOTAL					15,000	15,000	
PUBLIC SAFETY TOTAL	30,890	104,600	104,600	109,400	231,365	126,765	121.2%
PUBLIC WORKS TOTAL	2,013,227	2,048,984	2,048,984	2,044,006	2,056,965	7,981	0.4%
HEALTH & HUMAN SERVICES TOTAL	318,360	319,224	318,224	474,600	1,153,988	834,744	261.5%
CULTURE & RECREATION TOTAL	1,380,681	1,544,588	1,544,588	1,546,425	1,604,496	59,908	3.9%
CONSERVATION & DEVELOPMENT TOTAL	6,429	320,000	345,424	221,500	(320,000)	(320,000)	100.0%
CAPITAL OUTLAY	244,703	176,000	177,515	251,725	288,840	112,840	64.1%
Total Expenditures	3,974,272	4,513,396	4,540,235	4,847,656	5,350,634	837,238	18.55%
Excess Revenue (Expenditures)	(6,051)	(567,917)	(594,856)	1,785,944	(390,181)	177,736	
Transfers In	0	24,000	24,000	43,000	24,000		0.0%
Transfers Out					(1,576,200)	(1,576,200)	
General Obligation Debt Issued							
Total Other Financing		24,000	24,000	43,000	(1,552,200)	(1,576,200)	-6567.5%
Net Change in Fund Balance	(5,051)	(543,917)	(570,856)	1,828,944	(1,942,381)	(1,398,464)	
Beginning Fund Balance	2,071,482	2,071,747	2,071,747	2,071,747	3,900,691		
Ending Fund Balance	2,066,431	1,527,830	1,500,891	3,900,691	1,958,310		

City of Franklin, WI
Debt Service Funds 31 & 51

Official Budget Appropriation Units

2022
PROPOSED

	2020 ACTIVITY	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	2021 Forecast	2022 PROPOSED	Fav (Unf) Prior Adopted \$\$	Fav (-Unf) Prior Adopted Pct
REVENUES							
REAL ESTATE TAXES	1 100,000	1 100,000	1 100,000	1 100,000	1 100,000	0	0.0%
INTEREST & INV INCOME	4,061					0	
Total Revenues	1 104,061	1 100,000	1 100,000	1 100,000	1 100,000	0	0.00%
PRINCIPAL	1,425,000	1,480,000	1,480,000	1,480,000	970,000	(510,000)	-34.5%
INTEREST	152,218	137,363	137,363	137,363	197,344	59,981	43.7%
Total Expenditures	1,577,218	1,617,363	1,617,363	1,617,363	1 167,344	(450,019)	-27.8%
Excess Revenue (Expenditures)	(473,137)	(517,363)	(517,363)	(517,363)	(67,344)	450,019	
Transfers In	397,950	479,895	479,895	479,895	31,476	(448,419)	-93.4%
Total Other Financing	397,950	479,895	479,895	479,895	31,476	(448,419)	-93.4%
Net Change in Fund Balance	(76,166)	(37,468)	(37,468)	(37,468)	(35,868)	1,600	
Beginning Fund Balance	350,931	275,743	275,743	275,743	238,275		
Ending Fund Balance	275,743	238,275	238,275	238,275	202,407		

REVENUE OTHER TAXES	17,853	21,000	21,000	21,000	2,000	(19,000)	-90.5%
INTEREST & INV INCOME	15,645	15,000	15,000	15,000	3,250	(11 750)	78.3%
Total Revenues	33,498	36,000	36,000	36,000	5,250	(30,750)	-85.42%
Total Expenditures							
Excess Revenue (Expenditures)	33,498	36,000	36,000	36,000	5,250	(30,750)	-85.4%
Transfers In				(34,000)	(31,476)	(31,476)	
Transfers Out	(600,000)	(25,886)	(25,886)			25,886	100.0%
Total Other Financing	(600,000)	(25,886)	(25,886)	(34,000)	(31,476)	(5,590)	
Net Change in Fund Balance	(566,502)	10,114	10,114	2,000	(26,226)	(36,340)	
Beginning Fund Balance	767,630	201 128	201 128	201 128	203,128		
Ending Fund Balance	201 128	211,242	211,242	203,128	176,902		

REVENUES							
REAL ESTATE TAXES	1 100,000	1 100,000	1 100,000	1 100,000	1 100,000	0	0.0%
REVENUE OTHER TAXES	17,853	21,000	21,000	21,000	2,000	(19,000)	-90.5%
INTEREST & INV INCOME	19,726	15,000	15,000	15,000	3,250	(11 750)	78.3%
Total Revenues	1,137,579	1,136,000	1,136,000	1,136,000	1 105,250	(30,750)	
PRINCIPAL	1,425,000	1,480,000	1,480,000	1,480,000	970,000	(510,000)	-34.5%
INTEREST	152,218	137,363	137,363	137,363	197,344	59 981	43.7%
DEBT ISSUANCE COSTS						0	
Total Expenditures	1,577,218	1,617,363	1,617,363	1,617,363	1,167,344	(450,019)	
Excess Revenue (Expenditures)	(439,639)	(481,363)	(481,363)	(481,363)	(62,094)	419,269	
Transfers In	397,950	479,895	479,895	445,895			0.0%
Transfers Out	(600,000)	(25,886)	(25,886)				0.0%
General Obligation Debt Issued							
Total Other Financing	(202,050)	454,009	454,009	445,895			
Net Change in Fund Balance	(641,689)	(27,354)	(27,354)	(35,468)	(62,094)		
Beginning Fund Balance *	1 118,561	476,872	476,872	476,872	441,404		
Ending Fund Balance	476,872	449,518	449,518	441,404	379,310		

City of Franklin, WI
TID's 2022 PROPOSED

REVENUES							
REAL ESTATE TAXES	3,261,911	3,803,500	3,803,500	3,718,200	4,952,500	1 149,000	30.21%
REVENUE OTHER TAXES	165,449	679,600	679,600	291,800	803,800	124,200	18.28%
INTERGOVERNMENTAL	576,867	173,140	173,140	649,300	575,700	402,560	232.51%
LICENSES & PERMITS							
PENALTIES & FORFEITURES							
CHARGES FOR SERVICES							
INTERGOVERNMENTAL CHARGES							
INTEREST & INV INCOME	293 168	270,000	270,000	276,000	215,000	(55,000)	-20.37%
MISCELLANEOUS	4	220,000	220,000	1,000,100		(220,000)	100.00%
Total Revenues	4,297,200	5,146,240	5,146,240	5,935,400	6,547,000	1,400,780	27.22%
GENERAL GOVERNMENT TOTAL	86,774	41,475	49,576	137,030	64,860	23,385	56.38%
PUBLIC SAFETY TOTAL							
PUBLIC WORKS TOTAL	658,669	665,120	893,577	266,000	56,000	(609,120)	-91.58%
HEALTH & HUMAN SERVICES TOTAL	22,397						

CULTURE & RECREATION TOTAL							
CONSERVATION & DEVELOPMENT TOTAL	5,294,305	3,585,225	3,597,575	1,080,225	814,000	(2,771,225)	77.30%
CONTINGENCY Dept 199							
CAPITAL OUTLAY	14,134,368	8,150,500	8,432,057	831,000	7,250,000	(900,500)	11.05%
PRINCIPAL	14,145,000	965,000	965,000	965,000	1,855,000	890,000	92.23%
INTEREST	1,358,292	1,410,432	1,410,432	1,237,540	1,118,443	(291,989)	20.70%
DEBT ISSUANCE COSTS	191,437	150,000	150,000		175,000	25,000	16.67%
Total Expenditures	35,891,781	14,967,752	15,498,217	4,516,795	11,333,303	(3,634,448)	-24.28%
Excess Revenue (Expenditures)	(31,594,582)	(9,821,512)	(10,351,977)	1,418,805	(4,786,303)	5,035,208	
General Obligation Debt Issued	12,844,320	9,000,000	9,000,000			(1,350,000)	15.00%
Total Other Financing	12,844,321	9,000,000	9,000,000		7,650,000	(1,350,000)	15.00%
Net Change in Fund Balance	(18,750,261)	(821,512)	(1,351,977)	1,418,805	2,863,697	3,685,209	
Beginning Fund Balance	17,199,422	(1,550,840)	(1,550,840)	(1,550,840)	43,227		
Ending Fund Balance	(1,550,840)	(2,372,352)	(2,902,817)	(132,235)	2,906,924		

REAL ESTATE TAXES	295,700	296,000	296,000	296,000	53,300	(242,700)	-82.0%
REVENUE OTHER TAXES	1,398,086	1,305,852	1,305,852	746,400	2,501,091	1,195,239	91.5%
INTERGOVERNMENTAL	1,683,037	1,089,500	1,154,500	1,572,400	1,823,000	733,500	67.3%
CHARGES FOR SERVICES	2,100,628	1,735,000	1,735,000	1,735,000	1,820,000	85,000	4.9%
INTEREST & INV INCOME	256,579	260,700	260,700	90,700	154,500	(106,200)	-40.7%
MISCELLANEOUS	99,390	107,250	107,250	108,800	20,000	(87,250)	-81.4%
SALE OF CAPITAL ASSETS	0	50,000	50,000	30,000	116,000	66,000	132.0%
Total Revenues	5,833,420	4,844,302	4,909,302	4,579,300	6,487,891	1,843,589	33.9%
EXPENDITURES							
GENERAL GOVERNMENT TOTAL	27,769	15,000	18,321	196,000	25,000	10,000	66.7%
CAPITAL OUTLAY	5,554,164	13,589,735	15,925,002	7,314,000	18,276,787	4,687,052	34.5%
DEBT ISSUANCE COSTS		100,000	100,000	100,000		(100,000)	100.0%
Total Expenditures	5,662,808	13,895,385	16,168,038	7,610,000	18,491,787	4,596,402	33.1%
Excess Revenue (Expenditures)	170,612	(9,051,083)	(11,258,736)	(3,030,700)	(12,003,896)	(2,952,813)	
Transfers In	951,966	8,349,750	8,784,545	651,100	10,489,415	2,139,665	25.6%
Transfers Out	(701,537)	(5,038,258)	(5,123,054)	(566,000)	(5,498,490)	(460,231)	9.1%
General Obligation Debt Issued		2,000,000	2,000,000	2,000,000		(2,000,000)	100.0%
Total Other Financing	250,429	5,311,491	5,661,491	2,085,100	4,990,925	(320,568)	-6.0%
Net Change in Fund Balance	421,041	(3,739,592)	(5,597,246)	(946,600)	(7,012,971)		
Beginning Fund Balance	16,566,710	16,987,751	16,987,751	16,987,751	15,741,051		
Ending Fund Balance	16,987,751	13,248,159	11,390,506	16,042,151	8,728,080		

City of Franklin, WI
Internal Service Fund

Official Budget Appropriation Units

2022
PROPOSED

	2020 ACTIVITY	2021 ORIGINAL	2021 AMENDED	2021 Forecast	2022 PROPOSED	Fav (Unf) Prior Adopted	Fav (-Unf) Prior Adopted
Medical Premiums City	2,425,499	2,213,369	2,213,369	2,210,000	2,295,279	81,910	3.7%
Medical Premiums Employee	494,705	478,630	478,630	475,000	466,977	(11,653)	-2.4%
Other Revenues	124,517	144,800	144,800	100,000	123,400	(21,400)	14.8%
Investment Income	50,421	15,000	15,000	15,000	8,000	(7,000)	-46.7%
Total Medical Revenues	3,095,142	2,851,799	2,851,799	2,800,000	2,893,656	41,857	1.5%
Dental Premiums City	119,661	112,000	112,000	112,000	115,000	3,000	2.7%
Dental Premiums Employee	59,887	63,600	63,600	63,600	57,500	(6,100)	-9.6%
Total Dental Premiums	179,548	175,600	175,600	175,600	172,500	(3,100)	1.8%
Total Revenue	3,274,690	3,027,399	3,027,399	2,975,600	3,066,156	38,757	1.3%
Medical Claims	1,484,500	1,848,536	1,848,536	2,000,000	2,191,552	343,016	18.6%
Medical Claim Fees	144,610	107,041	107,041	110,000		(107,041)	100.0%
Stop Loss Premiums	514,305	540,610	540,610	540,000	646,945	106,335	19.7%
Stop Loss Recovery				(100,000)		0	
Others	36,169	177,245	177,245	175,000	177,245	0	0.0%
Contingency						0	
Contributions to HSA's	180,281	224,650	224,650	225,000	152,250	(72,400)	-32.2%
Total Medical Costs	2,359,865	2,898,082	2,898,082	2,950,000	3,167,992	269,910	9.3%
Dental Claims Actives	153,843	179,000	179,000	180,000	169,000	10,000	5.6%
Dental Claims Retiree	5,872	5,700	5,700	6,000	4,700	(1,000)	17.5%
Total Dental Costs	159,715	184,700	184,700	186,000	193,700	9,000	4.9%
Total Medical Costs	2,519,580	3,082,782	3,082,782	3,136,000	3,361,692	278,910	
Net Revenues (Expenditures)	755,110	(55,383)	(55,383)	(160,400)	(295,536)	(240,153)	
Beginning Fund Balance	2,488,519	3,243,629	3,243,629	3,243,629	3,083,228		
Ending Fund Balance	3,243,629	3,188,246	3,188,246	3,083,228	2,787,693		

City of Franklin, WI
Sanitary Sewer Fund 6+
2020
PROPOSED

Official Budget Appropriation Units

2020 ACTIVITY	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	1 2021 Forecast	2022 PROPOSED	Fav (Unf) Prior Adopted Pct
Operating Revenue					
Residential	2,162,732	2,271,000	2,271,000	2,386,800	9.4%
Commercial	606,230	630,200	630,200	650,000	3.1%
Industrial	470,862	433,700	433,700	470,000	17.5%
Public Authority	166,674	170,000	170,000	170,000	4.7%
Penalties/Other	17,667	37,000	37,000	37,000	0.0%
Multi Family	546,143	524,000	524,000	550,000	7.7%
Miscellaneous Revenue	1,990			190,000	
Total Operating Revenue	3,972,298	4,065,900	4,065,900	4,243,800	13.5%
Operating Expenditures					
Salaries and benefits	580,598	582,437	582,437	584,825	-0.4%
Contractual services	155,536	152,775	152,775	159,600	-4.5%
Supplies	59,682	102,975	102,975	111,300	-8.1%
Other operating costs	57,455	52,850	52,850	59,900	13.3%
Facility charges	154,171	170,780	170,780	179,310	-5.0%
Sewer service MMSD	2,569,029	2,515,000	2,515,000	2,700,000	7.4%
Allocated expenses		3,100	3,100	3,100	0.0%
Sewer improvements	194,088	245,700	347,252	490,250	-99.5%
Depreciation	181,222	230,500	230,500	275,000	19.3%
Total operating expenditures	3,951,781	4,056,117	4,157,669	4,583,285	12.5%
Operating Income (Loss)	20,517	9,783	(91,769)	1,711,800	420.4%
Non-Operating Revenue (Expenditures)					
Property sale				2,000	
Refunds/Reimbursements	45			0	
Investment income	487,715	399,730	399,730	357,164	10.6%
Interest expense	(406,174)	(384,730)	(384,730)	(485,314)	26.1%
Capital expenditures				(9,500)	
Total non-operating revenue (expenditures)	81,586	15,000	15,000	(135,650)	1004.3%
Income (Loss) before Capital Contributions	102,103	24,783	(76,769)	1,711,800	-441.9%
Retained Earnings- Beginning	1,245,771	1,347,874	1,347,874	1,347,874	
Transfer (to) from Invested in Capital Assets					
Retained Earnings- Ending	1,347,874	1,372,857	1,271,105	3,059,674	
Capital Contributions	6,902,992			1,500,000	
Depreciation CIAC	(2,023,981)	(2,020,000)	(2,020,000)	(2,020,000)	
Transfer (to) from Retained Earnings					
Change in Net Investment in Capital Assets	4,879,011	(2,020,000)	(2,020,000)	(520,000)	
Net Investment in Capital Assets-Beginning	62,943,345	67,822,356	67,822,356	67,822,356	
Transfer (to) from Invested in Capital Assets					
Net Investment in Capital Assets-Ending	67,822,356	65,802,356	65,802,356	67,302,356	
Total net assets	69,170,230	67,175,013	67,073,461	70,362,030	

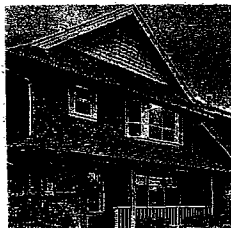
MJ-GC10756379-05

Minutes
tion carried Backes/Maass moved to adjourn the Common Council meeting at 8:30 p.m. All voted aye, motion carried. Published by authority of the Common Council of the City of South Milwaukee, Oct. 27 2021 Karen Kastenson, City Clerk.
RUN: Oct 27 WNAJLP

CONDENSED MINUTES OF THE CITY OF ST FRANCIS COMMON COUNCIL MEETING HELD OCTOBER 5TH, 2021
Mayor Tutaj called the meeting to order at 7:00 p.m.
Present: Mayor Tutaj, Alderpersons Wattawa, Calderon, Brinkner Feirer Fless & Damon
Also Present: City Administrator City Attorney, City Engineer, Fire Chief Police Chief & Deputy Clerk/Treasurer
Excused: City Clerk/Treasurer
Statement of Open Meetings Compliance was read.
Public Hearing:
a) Change of Zoning - Hidden Ponds Condominiums Plat
Presentations:
None
Place on File:
Place on File and Approved/Authorized:
a) Consent Agenda as listed on 10/05/21, 9/21/21 Minutes of Common Council Meeting; 9/21/21 Minutes of License Committee Meeting; Voucher list dated 10/05/21 in amount of \$68,827.04.
b) Beverage Operator's License - New - Donna Rodriguez, c) Temp. Class "B" Retailers license for City of St. Francis Celebrations Committee - Food Truck

Minutes
Henry D. 2022 Environmental Health Consortium Memo of Understanding, e) Sweetwater contract w/ respect to Attorney's comments.
Direct:
a) Direct staff to prepare required ordinance for consideration @ 10/19 meeting of Common Council w/ inclusion of 5 year sunset provision. b) to Adjourn
Time: 8:14 PM
Published by the authority of the Common Council of the City of St. Francis this 27th day of October, 2021
Aimee Uecker WPCP/MMC
City Clerk/Treasurer
Run: October 27 2021 WNAJLP

Homes



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**Finance Committee Changes to Recommended Budget
October 19, 2021**

Fund - Dept - Acct	Revenues	Expenditures	Net	Who
Civic Celebrations - Fd 29	13,000	28,325	-15,325	
Increase to Misc Resources	118,000		118,000	
Increase to Non-Personel Expenditures		100,680	-100,680	
			0	
			0	
Revised Total	131,000	129,005	1,995	
Utility Development	76,800	1,475,950	-1,399,150	
Fd 22 - Transfers Out		70,500	-70,500	
			0	
			0	
Revised Total	76,800	1,546,450	-1,469,650	
Street Improvement	1,447,000	1,494,000	-47,000	
Fd 47 - Transfers In	140,000		140,000	
			0	
Revised Total	1,587,000	1,494,000	93,000	
Special Rev Funds	4,013,085	4,581,578	-568,493	
Health Grants Fd 25 - ARPA COVID Res	460,000	460,000	0	
Health Grants Fd 25 - CDC Pub Health	84,700	84,700	0	
Health Grants Fd 25 - Immunization COVID	70,600	70,600	0	
Health Grants - Fd 25 - Volition	120,000	48,076	71,924	
Health Grants - Fd 25 - Other exp	89,068		89,068	
Health Grants - Fd 25 CDBG	5,000	5,000	0	
			0	
Revised Total	4,842,453	5,249,954	-407,501	
Other Fund			0	
Water Fd 65 - Capital Expenditures		69,500	-69,500	
			0	
Revised Total	0	69,500	-69,500	

APPROVAL <i>Stu</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 16, 2021
Reports & Recommendations	QUESTIONS AND ANSWERS CONCERNING BUDGET FOR MARQUETTE AVENUE AND OTHER CITY PROJECTS IN THE VICINITY	ITEM NO. G.1.

BACKGROUND

At the November 2, 2021, Common Council meeting, Alderwoman Wilhelm asked a question concerning financing curbing on the north edge for W. Marquette Avenue between S. 49th Street and the Pleasant View Elementary School.

QUESTIONS AND ANSWERS

Below is a full description of the financing and other questions (paraphrased) posed by the Alderwoman since the meeting that were requested to be answered prior to the adoption of the 2022 Budget.

Question: Where is the curbing identified in the 2022 Budget?

Answer: We are verifying that the contractor, DF Tomasini, will be the same contractor (also the City's Contractor) for the phase 2 work of the subdivision, and then we will assign a change order for the work to be done next year. The contractor is willing to do this. There is approximately \$50k remaining in the budget for the project and Staff has previously estimated that the costs would be about \$22k. In addition, DPW can provide assistance and materials (millings) to make this cost significantly less. Therefore, there is not any line item in the proposed 2022 Budget for this work.

If the contractor is not the same, an appropriation may be made for materials that DPW would install. This is not the preferred option, but it is an option. We expect to hear from the Developer if he will use the same contractor for Phase 2.

Question: How is there approximately \$50k remaining in the budget?

Answer: There was a \$58,000.00 savings in the reduction of the Lynch Services Contract.

Question: Are we clear on approvals required to combine City funds with developer funds/contract so this project doesn't hit a wall?

Answer: DF Tomisini is the same contractor for both the development and the City's work. The City's work was bid out meeting the State Statutes and the City may add a change order for the additional work on W. Marquette Avenue. If DF Tomisini does not continue as the developer's contractor, this work may be included in the City's bid for watermain and roadwork on S. 50th Street.

Question: Why are the "edge of grading stakes" far inside the tree line?

Answer: The stakes are located where an ideal grading limits would occur. The small underbrush south of those stakes, and trees would also be selectively cut to remove dead/dying and invasive trees that are there. Attached is an exhibit that was prepared by the City's arborist in March 2021 when he inventoried the trees. City Staff does not intend to have any nice trees removed. Any grading around nice trees would be minimal so as to not damage the

tree. Staff met with the adjacent resident and committed that we would coordinate activity before any clearing is started.

Question: Was the new water and sewer installed in the City section as far as Minnesota?

Answer: No. water and sewer were stopped on S. 50th at the northern limits of the developer's property line. The watermain will be extended north to Minnesota and west to S. 51st Street in 2022. At the same time, S. 50th Street will be widened north to W. Minnesota Avenue.

Question: What is the City's cost for the road and services, including the items stated to the two adjoining neighbors during the onsite meeting?

Answer: Attached plans and estimate were prepared by Excel Engineering. The guardrail is not shown but Staff estimates another \$5,000. Staff has not compiled a detailed Special Assessment study for the amount of watermain that adjacent properties will need to reimburse the City.

Question: What is in the 2022 Budget for finalizing the City section of S. 50th Street?

Answer: \$60,000 From Fund 47
 \$70,500 anticipated for Special Assessments
 \$69,500 for Utility Capital Funds



understory 95% Buckthorn
 5% Other/Hawthorn

3/4/2021

Thomas J. Lika

CITY OF FRANKLIN 50TH STREET & MINNESOTA WATER MAIN ESTIMATE				Construction Estimate	
Item Number	Item Description	Quantity	Units	Unit Price	Total
Section – Water Distribution					
1	8" Water Main (290 LF 50th, 550 LF Minnesota)	840	LF	\$ 79.00	\$ 66,360.00
2	8" Valve	3	EA	\$ 1,900.00	\$ 5,700.00
3	8" x 6" Anchor Tee	3	EA	\$ 400.00	\$ 1,200.00
4	8" Tee	1	EA	\$ 700.00	\$ 700.00
5	8" Plug	1	EA	\$ 200.00	\$ 200.00
6	1-1/4" Poly Water Service Lateral	130	LF	\$ 60.00	\$ 7,800.00
7	6" Hydrant Lead	15	LF	\$ 125.00	\$ 1,875.00
8	Hydrant & Valve assembly	3	EA	\$ 4,000.00	\$ 12,000.00
				Section Subtotal	\$ 95,835.00
Item Number	Item Description		Units	Estimate	Amount
Section – Street Construction					
9	4" of 1-1/4" Crushed Limestone TB	898	SY	\$ 4.65	\$ 4,175.70
10	4" of 3/4" Crushed Limestone TB	898	SY	\$ 4.65	\$ 4,175.70
11	2" Asphalt Surface Course	673	SY	\$ 8.20	\$ 5,518.60
12	4" Asphalt Binder Course	673	SY	\$ 14.30	\$ 9,623.90
13	30" Concrete curb and gutter	537	LF	\$ 17.55	\$ 9,424.35
14	Geotextile fabric (type SR)	85	SY	\$ 2.50	\$ 212.50
15	Excavation below subgrade	45	CY	\$ 62.50	\$ 2,812.50
16	Replace Street/Driveway	80	SY	\$ 40.00	\$ 3,200.00
				Section Subtotal	\$ 39,143.25
Item Number	Item Description		Units	Estimate	Amount
Section – Erosion Control / Site Stabilization					
17	Seed / Fertilize / Mulch (including stockpiles)	1400	SY	\$ 0.50	\$ 700.00
18	Silt Fence	200	LF	\$ 1.50	\$ 300.00
19	Erosion Matting	1300	SY	\$ 1.56	\$ 2,028.00
20	Ditch Check	8	EA	\$ 135.00	\$ 1,080.00
				Section Subtotal	\$ 4,108.00
Item Number	Item Description		Units	Estimate	Amount
Section – Mass Earthwork					
21	Topsoil Stripping	2000	SY	\$ 0.65	\$ 1,300.00
22	Common Excavation -Removal-Replacement-Compaction	195	CY	\$ 31.95	\$ 6,230.25
23	Topsoil Placement	1400	SY	\$ 0.62	\$ 868.00
24	Compaction testing (allowance)	20	EA	\$ 192.50	\$ 3,850.00
25	Mobilization	1	EA	\$ 9,800.00	\$ 9,800.00
26	Remove & Replace existing culverts	1	LS	\$ 12,000.00	\$ 12,000.00
27	Clear & Grub/Demolition	1	LS	\$ 5,500.00	\$ 5,500.00
				Section Subtotal	\$ 39,548.25
				CONSTRUCTION ESTIMATE TOTAL :	\$ 178,634.50
				10% Contingency :	\$ 17,863.45



PROJECT INFORMATION

PLEASANT VIEW RESERVE

PROPOSED RESIDENTIAL SUBDIVISION
S 51ST STREET & W MARQUETTE AVE • FRANKLIN WI

DATE: 05/11/2017

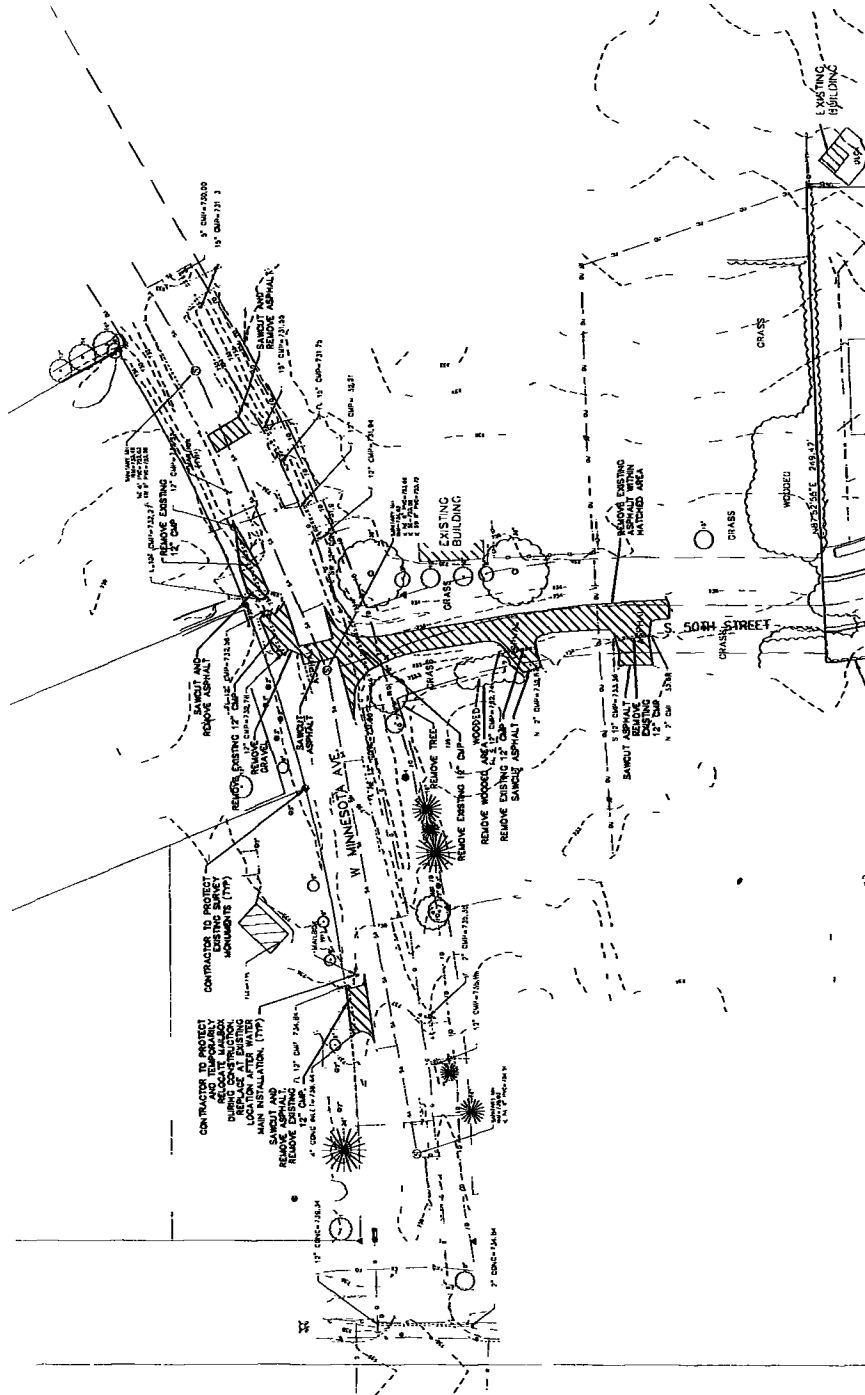
NOT FOR CONSTRUCTION
PRELIMINARY DATES
MAY 28, 2017

DWG NUMBER
2044840

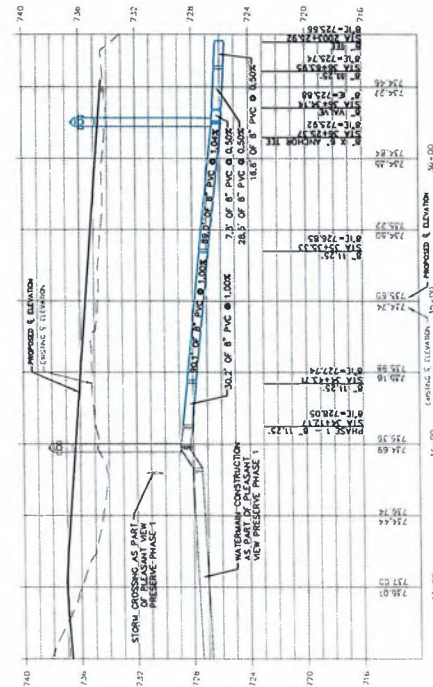
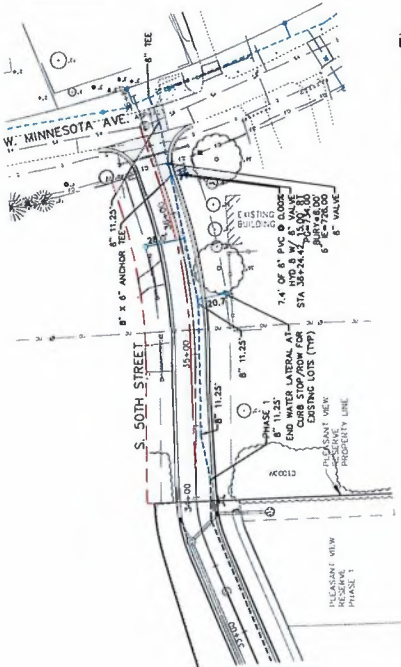
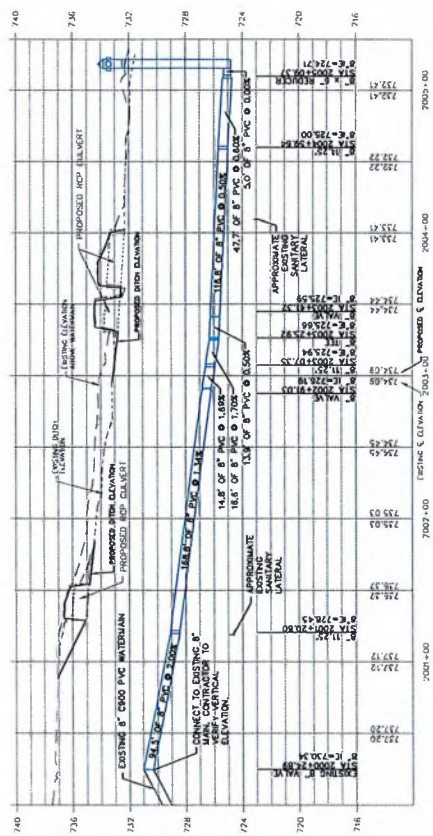
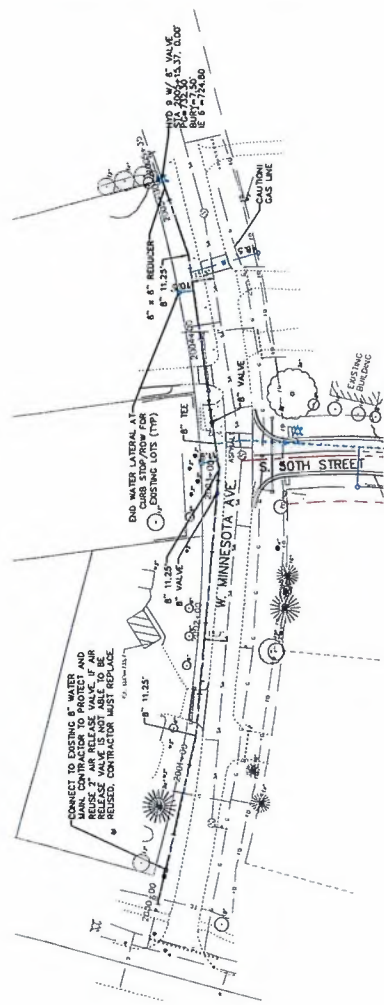
SHEET NUMBER
C10.0



EXISTING CONDITIONS AND DEMOLITION PLAN







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 Phone: (414) 351-8800
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VERIDIAN HOMES
 A Division of
 CH2M HILL

PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION
PLEASANT VIEW RESERVE
 5 S1ST STREET & W. MARQUETTE AVE • FRANKLIN, WI

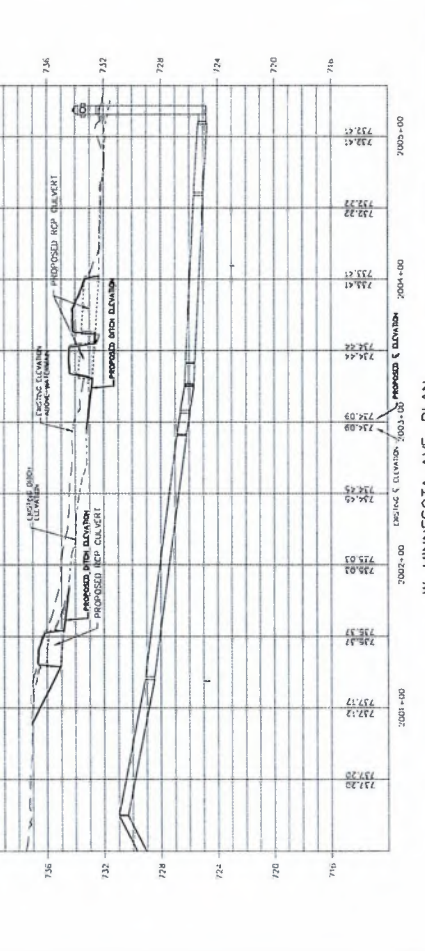
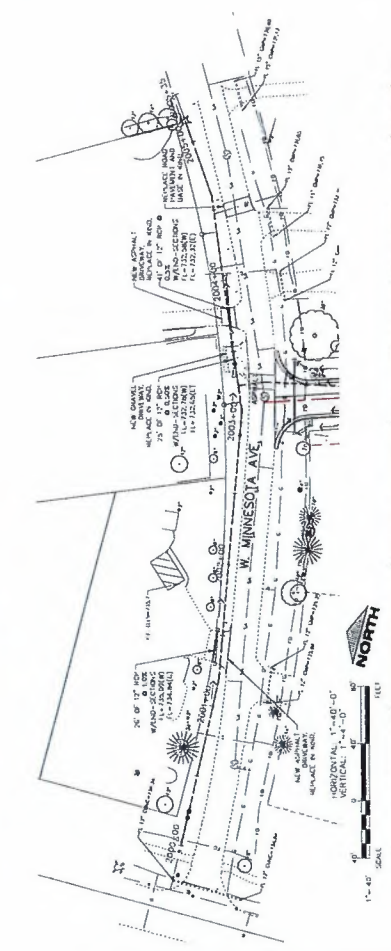
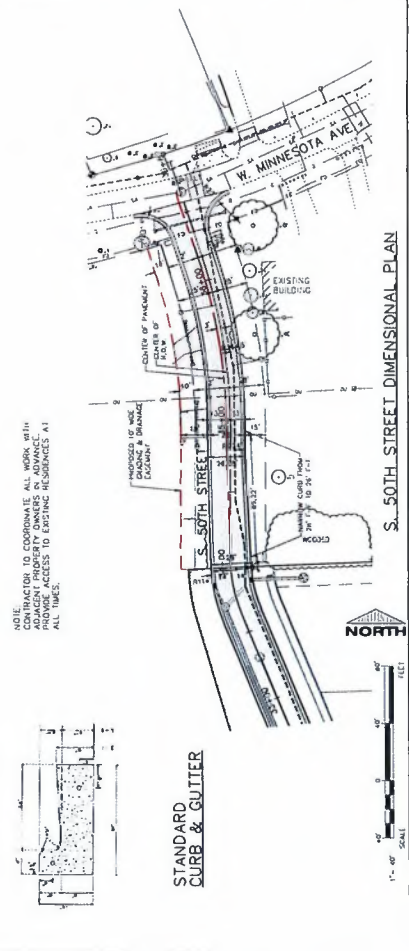
PRELIMINARY DATE
 MARCH 26, 2024

NOT FOR CONSTRUCTION

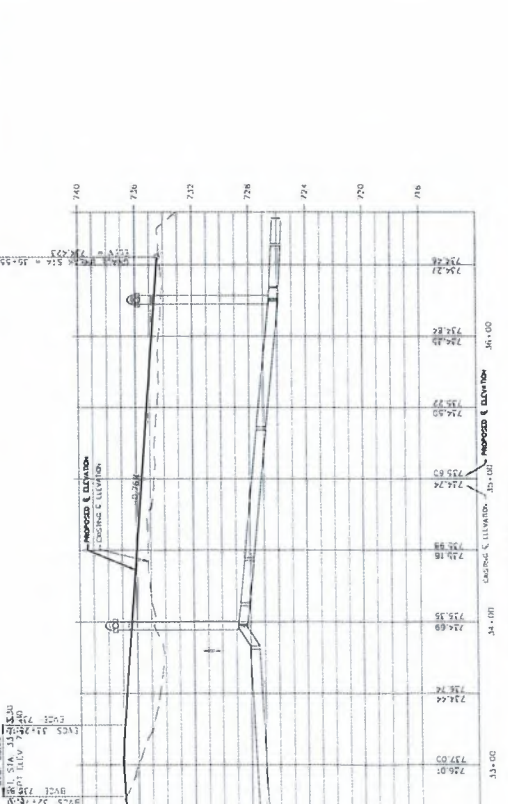
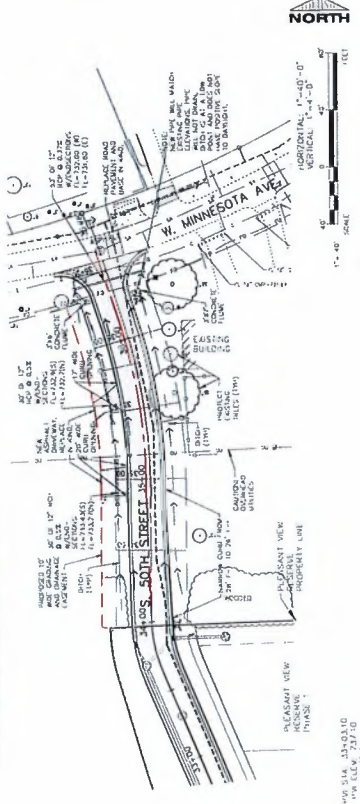
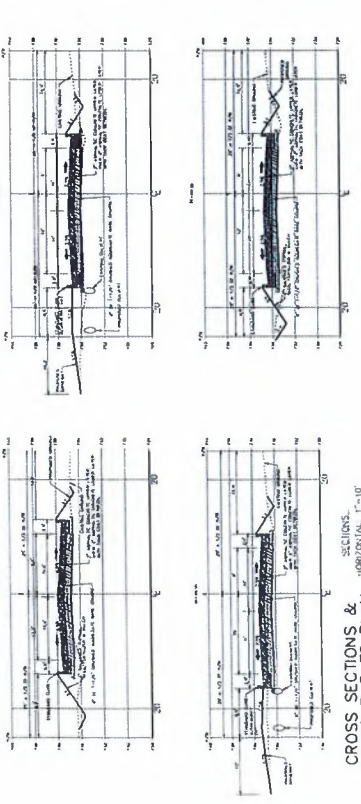
DRAWING NUMBER
 2044840

SHEET NUMBER
C10.3

DATE PLOTTED: 3/26/24



W. MINNESOTA AVE. PLAN ROAD PLAN, PROFILE AND CROSS SECTIONS



S. 50TH STREET PLAN ROAD PLAN, PROFILE AND CROSS SECTIONS

<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;">11/16/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Ordinance Adopting the 2022 Annual Budgets for the General, Civic Celebrations, St. Martin's Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8, American Recovery Act, and Internal Service Funds and Establishing the Tax Levy and Other Revenue for the City of Franklin and Establishing the Solid Waste Fee</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.2.</p>

Background: The Mayor's 2022 Recommended Budget was presented to the Common Council on September 21, 2021 where Council moved to forward the Mayor's 2022 Recommended Budget to the Finance Committee for its review. The Finance Committee held three meetings to review the Recommended Budget and submitted its recommended changes to the Common Council at their meeting of October 19, 2021 where Council moved to amend the 2022 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule included in the Proposed 2022 City of Franklin Budget for the Public Hearing scheduled for November 16, 2021.

The Public Hearing Notice for the 2022 Proposed Budget was communicated to Franklin residents in the October 27, 2021 issue of the South Now. Additionally, the most recent City Newsletter, which included a front-page story on the recommended budget, was mailed to properties in the City on September 24, 2021. A Public Hearing is being held on Tuesday, November 16, 2021, to receive feedback from residents. The Common Council is also scheduled to consider adoption of the City of Franklin 2022 Annual Budget and related property tax levy on November 16, 2021, in accordance with the Public Hearing Notice.

Discussion on the attached ordinance: The ordinance generally follows the same form as approved in 2020 for the 2021 budget. All previously approved amendments to the Proposed 2022 Budget are included in the attached draft of the Ordinance.

Discussion on additional proposed amendments not previously considered by Council or included in the attached ordinance: The following proposed amendment would need to be considered and voted upon by the Council in order to be included in the Proposed 2022 Budget prior to consideration of the entire budget by Council:

Proposed Amendment #1 – Due to recent information received, as discussed with the Common Council on November 2, 2021, there is an \$85,000 increase requested to the budgeted amount for the Replacement of Fire Engine 204, going from its current level of \$655,000 to \$740,000. The funding for this increase is recommended to be funded by the fund balance in the Equipment Replacement Fund. The original estimate of the fund balance in the Equipment Replacement Fund, as of 12/31/2022, was \$633,569. The revised fund balance, due to the increased expenditure is estimated, as of 12/31/2022, at \$548,569.

Comment on Action to be Taken: If the Common Council considers and adopts the above recommended amendment, the motion presented at the end of the Council Action Sheet is satisfactory to authorize staff to include those amendments in the final 2022 Budget Ordinance.

If additional modifications are proposed, staff recommends that they occur in the following format:

“Move to adopt Ordinance No. 2021-_____, an “Ordinance Adopting the 2022 Annual Budgets for the General, Civic Celebrations, St. Martin’s Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8, American Recovery Act, and Internal Service Funds and Establishing the Tax Levy and Other Revenue for the City of Franklin and establishing the Solid Waste Fee” with the corrections as presented and with the following adjustments: [list the item(s) and amount(s) here], which adjustments shall be incorporated into a final form of the ordinance and the Official Budget Appropriation Units document, as determined by the Director of Administration.”

Please note that a similar format was recommended in recent years which allows the Finance and Administration Directors to include any adjustments into a final, clean ordinance prior to signatures.

Staff is also working to update and publish the final 2022 budget document in December, so individual replacement pages for your budget binders are not attached.

COUNCIL ACTION REQUESTED

1. Motion to amend the Proposed 2022 Budget for the increase of \$85,000 for the Replacement of Fire Engine 204 in the Equipment Replacement Fund, Fund 42, to include:
 - Adding an appropriation in the amount of \$85,000.
2. Motion to adopt Ordinance No. 2021-_____, “An Ordinance Adopting the 2022 Annual Budgets for the General, Civic Celebrations, St. Martin’s Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8, American Recovery Act, and Internal Service Funds and Establishing the Tax Levy and Other Revenue for the City of Franklin and Establishing the Solid Waste Fee,” including and accepting the approved amendments and technical corrections needed to update the proposed ordinance.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2021-_____

AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST MARTIN'S FAIR, DONATIONS, GRANTS, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8, AMERICAN RECOVERY ACT, AND INTERNAL SERVICE FUNDS AND ESTABLISHING THE TAX LEVY AND OTHER REVENUE FOR THE CITY OF FRANKLIN AND ESTABLISHING THE SOLID WASTE FEE

WHEREAS, the Finance Committee has reviewed and recommended changes accepted by the Common Council on October 19, 2021, where desired, the 2022 Mayor's Recommended Budgets for the General, Debt Service, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8, American Recovery Act, Solid Waste Collection, Fire Grants, Police Grants, St Martin's Fair, Health Grants, Donations, Civic Celebrations, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Development, Utility Development, Sanitary Sewer, and Internal Service Funds for the City of Franklin; and

WHEREAS, debt incurred and anticipated has 2022 required repayments for the Debt Service Fund, TID 3, TID 4, TID 5, TID 6, TID 7, TID 8 and the Sanitary Sewer Funds; and

WHEREAS, the 2022 Proposed Budget includes property taxes of \$22,432,000 that are levied to support the 2022 Annual Budget with a resulting City tax rate of approximately \$4.822 with the Common Council concurring in the need and with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization; and

WHEREAS, for the purposes, in part, of accounting detail, transparency of governmental actions and intent, efficiency of operations, and enhanced record keeping, the 2022 Proposed Budget document and format provides greater detail and categorization of anticipated expenditures than required by Wisconsin Statutes §65.90, which provides that "all proposed appropriations for each department, activity and reserve account" shall be listed in the budget; and, therefore, expenditure appropriation unit amounts are itemized and, entitled "Official Budget Appropriation Units," while the remaining pages of the document provide supplemental information for informational purposes as earlier noted; and

WHEREAS, a Public Hearing Notice of the 2022 Proposed Budget appeared in the official City Newspaper, South Now, on October 27, 2021; and

WHEREAS, a Public Hearing was held by the Common Council on November 16, 2021, regarding the 2022 Proposed Budget.

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

- Section 1 That the 2022 Expenditure Budgets, summarized herein, for the General Fund as \$30,713,729, for Debt Service \$1,167,344, for TID 3 \$1,022,791, for TID 4 \$20,445, for TID 5 \$1,407,880, for TID 6 \$2,028,724, for TID 7 \$914,293, for TID 8 \$5,939,170, for American Recovery Fund \$15,000, for Solid Waste \$2,056,965, for Fire Grants \$5,000, for Police Grants \$118,760, for St Martin's Fair \$58,592, for Health Grants \$1,153,968, for Donations \$107,605, for Civic Celebrations \$129,005, for Capital Outlay \$1,536,314, for Equipment Replacement \$1,746,467, for Street Improvement \$1,494,000, for Capital Improvement \$13,690,006, for Development \$25,000, for Sanitary Sewer \$4,563,285 and for Internal Service \$3,361,692 totaling \$73,276,035 with expenditure appropriation unit amounts as set forth on the tables entitled "Official Budget Appropriation Units" (which is attached hereto and incorporated herein by reference) and as set forth by department, activity, and reserve account (all as maintained by the City in a multiple-fund accounting structure) are adopted as the annual expenditure budgets for the City of Franklin for fiscal year 2022.
- Section 2 The Sanitary Sewer Fund includes 2022 capital additions of \$73,000 and debt service of \$1,923,753, with revenues of \$4,614,200 and non-operating expenditures of \$985,064.
- Section 3 Debt Service payments of \$1,167,344 in the Debt Service Fund, \$1,011,521 in TID 3, \$9,375 in TID 4, \$1,399,970 in TID 5, \$423,054 in TID 6, \$127,023 in TID 7, \$2,500 in TID 8, and \$1,923,753 in the Sanitary Sewer fund, totaling \$6,064,540, are adopted as annual required payments for those respective funds for fiscal year 2022.
- Section 4 That the 2022 property taxes used to support the General Fund of \$19,931,500, the Library Fund of \$1,347,200, the Capital Outlay Fund of \$53,300, and the Debt Service Fund of \$1,100,000 for City purposes, totaling \$22,432,000, are levied and adopted as the annual property tax levies for fiscal year 2022 with a resulting City tax rate of approximately \$4.822 per thousand assessed value with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization.
- Section 5 That the 2022 Resource Budgets, other than non-TID property taxes and debt proceeds, for the General Fund of \$8,282,229, for Debt Service \$5,250, for TID 3 \$2,354,700, for TID 4 \$1,314,900, for TID 5 \$1,443,200, for TID 6 \$610,300, for TID 7 \$678,300, for TID 8 \$89,400, for American Recovery Fund \$1,884,400, for Solid Waste \$2,062,500, for Fire Grants \$5,000, for Police Grants \$118,760, for St. Martin's Fair \$34,500, for Health Grants \$1,154,368, for Donations \$12,500, for Civic Celebrations \$131,000, for Capital Outlay \$990,500, for Equipment Replacement \$716,000, for Street Improvement \$1,447,000, for Capital Improvement \$638,000, for Utility Development \$76,800, for Development \$2,566,291, for Sanitary Sewer \$4,614,200, and for Internal Service \$3,066,156, totaling \$34,296,254, are adopted as the annual resource budgets for other than property taxes for the City of Franklin for fiscal year 2022.

- Section 6 That additional revenue of \$7,650,000 in the form of new debt is required with \$1,650,000 in TID 6, \$6,000,000 in TID 8, costing in debt issuance costs totaling \$175,000 required to fund expenditures.
- Section 7 That transfers into the St. Martin's Fair Fund of \$11,000, the Civic Celebrations Fund of \$13,000, the Capital Outlay Fund of \$340,000, the Capital Improvement Fund of \$11,555,865, the Street Improvement Fund of \$140,000, for a total of \$12,059,865, are adopted as the annual transfers in as contained in the budget for the City of Franklin for fiscal year 2022.
- Section 8 That transfers out of the General Fund totaling \$24,000, of the American Rescue Plan Fund totaling \$1,556,200, of the Donations Fund totaling \$20,000, of the Utility Development Fund totaling \$1,546,450, of the Development Fund totaling \$5,498,490, for a total of \$8,645,140 for fiscal year 2022.
- Section 9 That the 2022 Solid Waste Collection Fund fee is \$139.60 for each property eligible to receive the solid waste collection service.
- Section 10 That the Capital Improvement Fund expenditure appropriation, excluding the Contingency allocation, shall be administered as if adopted on a "per project" basis, and unless otherwise requiring a statutorily-executed budget modification, a modification of the appropriation's administrative allocation between or to projects is subject to authorization by at least a two-thirds majority of the Common Council in the form of a budget modification, which, as an internal administrative process, does not initiate publication requirements.
- Section 11 That the single expenditure appropriation for "Contingency" within the General Fund shall be administered for City purposes as if adopted as distinct appropriations for \$2,500,000 "Restricted" and \$125,000 "Unrestricted" contingency budgets as shown within the "Unclassified, Contingency, and Anticipated Under Spending" budget detail, with "Restricted" contingency appropriations not authorized for direct expenditure and requiring a budget modification approved by two-thirds of the Common Council, interpreted consistent with statutes, moving the appropriation to "Unrestricted" contingency or another valid appropriation unit prior to or in conjunction with any spending authorization.
- Section 12 That the Capital Outlay Fund expenditure appropriation shall be administered as if adopted on the department/division basis, (except the Information Services Department shall also include all planned computer and computer-related expenditures distributed and assigned, in whole or in part and for accounting purposes, to various other departments), and unless otherwise requiring a statutorily executed budget modification, a modification of the appropriation's administrative allocation between departments and changes, valued in excess of \$5,000, in the departmental list of capital items or quantity of items to be purchased are subject to authorization by the Common Council.
- Section 13 That the Grant Funds appropriation units shall be segregated into Health (Health Department) and Other (all other Departments), with each having a single

appropriation unit comprising their respective Personnel Services; Other Services, Supplies, etc.; and Capital Outlay expenditures.

Section 14 That the Finance Department and Director of Administration shall cause to be published and made available a "City of Franklin 2022 Annual Budget" document that 1) incorporates the proposed budget as presented in the public hearing notice, including any additional changes as provided for herein, 2) incorporates the necessary and corresponding changes to the budget document text and tables as initially set forth in the Mayor's Recommended Budget document, 3) removes supplemental pages from the preliminary document that were incorporated for review, and 4) incorporates the 2022 Annual Budgets of the Library Fund, the Auxiliary Library Fund, the Tourism Commission Fund, and the Water Utility Fund as adopted by their respective boards.

Section 15 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 16, 2021
REPORTS & RECOMMENDATIONS	RESOLUTION AWARDING THE SALE OF \$6,710,000 GENERAL OBLIGATION BONDS, SERIES 2021B	ITEM NUMBER G.3.

Analysis

On Sept 21, 2021 the Common Council approved Resolution 2021-7778 authorizing the Sale of approximately \$6,710,000 General Obligation Corporate Bonds, Series 2021B.

These Bonds will fund projects in the Sanitary Sewer Fund and Tax Incremental District #8.

At the time of approval, staff noted the need for \$3.075 million to fund the lift station in the Industrial Park as part of the 2021 Capital program in the Sanitary Sewer Fund.

Staff also noted that negotiations were still in process with a developer in Tax Incremental District #8. Until that developer's agreement were finalized, the need for an additional \$3.635 million for infrastructure in TID8 was pending. Sale of that portion of the bond was contingent upon completing that developer's agreement. The developer's agreement is scheduled for consideration on Nov 16, 2021.

In preparation of the sale, Moody's affirmed the City's debt rating at Aa2 on October 26, 2021.

Staff has worked with the City's Financial Advisor, Ehlers, and Disclosure Council, Quarles & Brady LLC, in preparation of the Preliminary Official Statement to market the securities.

The sale was competitively bid on the morning of November 16, 2021. Results of the sale will be presented at the meeting.

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

Our Financial Advisor for this transaction is Ehlers & Associates, LLC, represented by Jon Cameron Mr. Cameron will be in attendance to describe the Sale Report.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021 - _____ a resolution awarding the sale of \$6,710,000 General Obligation Bonds, Series 2021B

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF \$6,710,000 GENERAL
OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021B

WHEREAS, on September 21, 2021, the Common Council of the City of Franklin, Milwaukee County, Wisconsin (the "City") adopted (a) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$3,075,000 for the public purpose of paying the cost of sewerage system projects; and (b) an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$3,635,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs of the City's Tax Incremental Districts (collectively, the "Project") (the above-referenced initial resolutions are referred to herein as the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the South Now, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on September 21, 2021, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2021B" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 16, 2021;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 16, 2021;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$6,710,000 for the following purposes and in the following amounts: \$3,075,000 for sewerage system projects; and \$3,635,000 for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs of the City's Tax Incremental Districts.

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

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes and the Initial Resolutions, the principal sum of SIX MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS (\$6,710,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2021B"; shall be issued in the aggregate principal amount of \$6,710,000; shall be dated December 2, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2022. Interest shall be computed upon the basis of a 360-day year of

twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

【If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.】

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2040 for the payments due in the years 2022 through 2041 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2021B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from

all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of

delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the

Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers. The remaining proceeds shall be forwarded for deposit into the City's account with American Deposit Management.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of November, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of November, 2021.

Stephen R. Olson
Mayor

ATTEST:

Sandra L. Wesolowski
City Clerk

(SEAL)

AYES _____ NOES _____ ABSENT _____

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	MILWAUKEE COUNTY	
NO. R- _____	CITY OF FRANKLIN	\$ _____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2021B		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	December 2, 2021	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$6,710,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, in an amount not to exceed \$3,075,000 for the public purpose of paying the cost of sewerage system projects; and in an amount not to exceed \$3,635,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs of the City's Tax Incremental Districts, as authorized

by resolutions adopted on September 21, 2021 and November 16, 2021. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on March 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new

fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Franklin, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

By: _____
Stephen R. Olson
Mayor

(SEAL)

By: _____
Sandra L. Wesolowski
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 16, 2021
Reports & Recommendations	Update on “Christmas Tree Lighting and Parade” Program and Request to Temporarily Close S. Legend Drive and S. Schlueter Parkway for a Parade on December 4, 2021	ITEM NO. G.4.

BACKGROUND

For many years, the Franklin Historical Society and the Franklin Public Library have held Christmas tree lighting ceremonies, Holiday celebrations and other related events. Attendance has varied. Mayor Olson has asked that the two groups coordinate their activities to one day and together market the event so as to attract more participants. A number of other civic groups were contacted for assistance and the event is moving forward with the promise of “bigger and better.” Groups included: Civic Celebrations*, Franklin Historical Society, Franklin Public Library, Franklin Noon Lions Club, Southwest Suburban Chamber of Commerce, Franklin Lioness.

Individuals from these groups will be on hand to present the program, answer questions of the Council and ask permission to close S. Schlueter Parkway and S. Legend Drive for a small parade on December 4, 2021, beginning at 4:15 p.m.

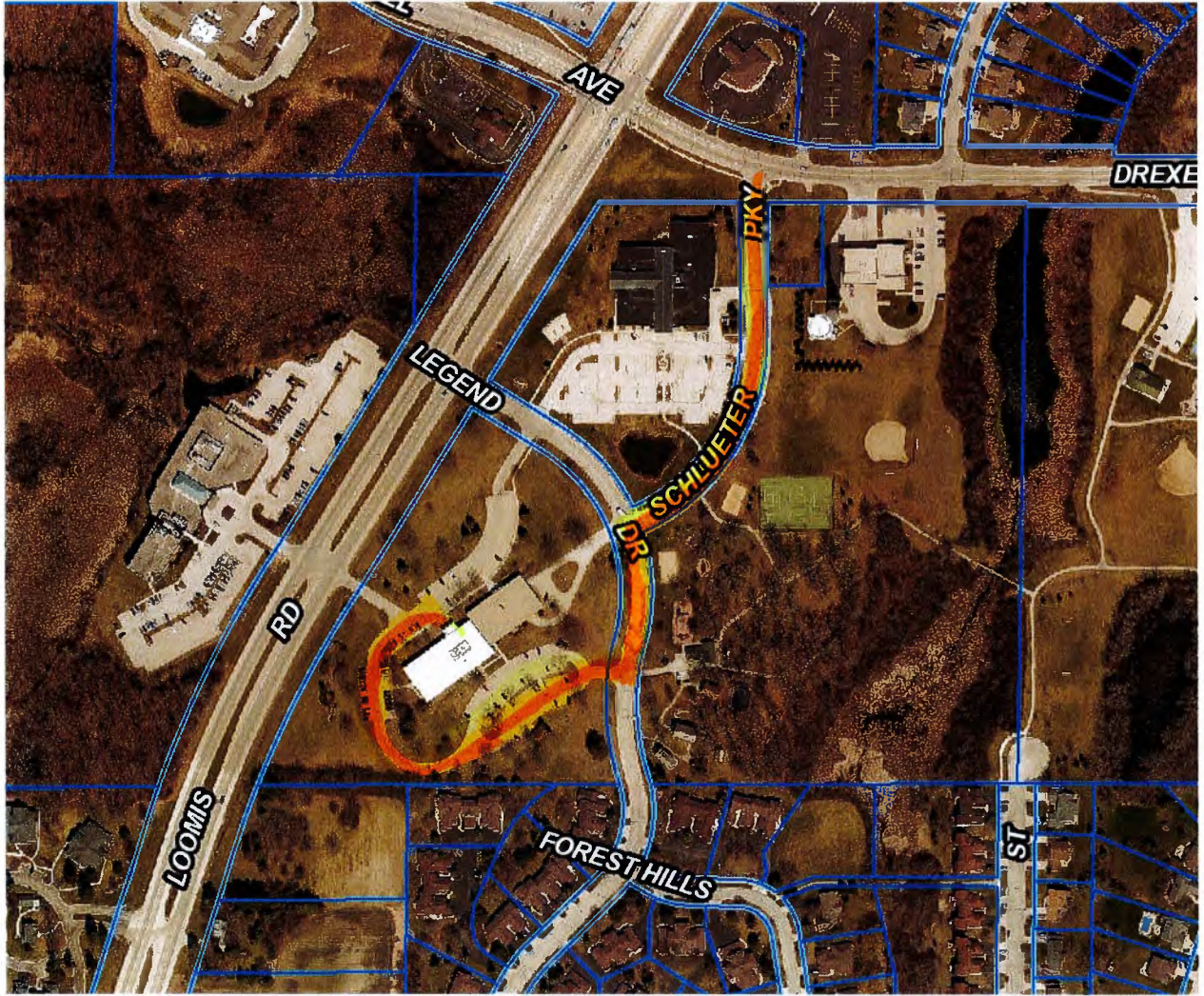
*One member of Civic Celebrations has participated. No other committee member or action has been involved.

FISCAL NOTE

No additional financial support from the City is requested. As in the past, the Franklin Department of Public Works will light the tree(s) and the Fire Department will provide an engine limo for Santa from their operating budgets.

RECOMMENDATION

Motion in support of the ad-hoc committee event and authorization to close S. Schlueter Parkway and S. Legend Drive as per the attached map on December 4, 2021, during the hours of _____ and _____.



<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;">11/16/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to enter into a M.O.U. with the Greenfield Police Department for a cost sharing agreement for digital forensics services</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.5.</p>

Digital forensic capabilities are crucial in law enforcement as more and more crimes are committed or assisted by the use of electronics.

The Greenfield Police Department has created a Digital Forensic Lab that has digital forensic hardware and service agreements with vendors that provide digital evidence retrieval. Currently, the lab has the Cellebrite, GrayKey and Magnet Axiom hardware and service agreements. The M.O.U. would allow Franklin Police Department Officers to have unlimited access and use of these programs for a yearly cost of \$4,000.

Currently, the Franklin Police Department has Cellebrite hardware and service which costs \$4,300 per year. The cost is included in the department's 2022 operating budget. Consequently, the cost to enter into the M.O.U. is within the current budget and no additional funding is being requested.

It should also be noted that the cost of the GrayKey hardware/service agreement is \$18,000 annually and Magnet Axiom is \$3,600 annually. Consequently, the FPD would have access to these systems for no additional cost.

COUNCIL ACTION REQUESTED:

Motion to authorize the police department to enter into a Memorandum of Understanding with the Greenfield Police Department which allows access and use of a Digital Forensic Lab and services for the cost of \$4,000 using currently budgeted funds.

GREENFIELD POLICE DEPARTMENT

Pledged to Progress

5300 W Layton Avenue
Greenfield, WI 53220
Phone: 414-761-5300 • Fax: 414-761-5323
www.greenfieldpolice.org



DIGITAL FORENSIC TASK FORCE MEMORANDUM OF UNDERSTANDING BETWEEN THE (Name of Community) AND THE CITY OF GREENFIELD

The (Name of the Community) and the City of Greenfield, and their respective police departments, enter into this Memorandum of Understanding ("MOU"), which becomes effective with the signatures of both parties and remains in effect until terminated hereunder.

I. PURPOSE/MISSION

In an increasingly digital world, the need for effective digital forensics and gathering of electronic evidence is of paramount importance. However, the costs associated with software/hardware licenses to digital forensic programs like Cellebrite Premium and GrayKey are largely unaffordable for small law enforcement agencies. The purpose of this MOU is to create one collective association or task force of law enforcement agencies ("Task Force") to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants (including funding, manpower and expertise) can be combined to effectively and efficiently make a significant impact on crimes involving electronic evidence. While the Greenfield Police Department ("GFPD") leads this innovative effort, GFPD believes that partnerships with other law enforcement agencies will result in more cost-effective access to the necessary tools necessary to provide a higher probability of obtaining the electronic evidence needed to fight crime. The (Name of Community) Police Department ("Agency") concurs with this assessment and desires to participate in the Task Force.

II. RESPONSIBILITIES

❖ **GFPD will:**

- Provide a digital forensic lab (Presently in Room A033, located on the lower level of the GFPD building).
- Provide an RFID badge to Agency's personnel to provide 24/7 access to the forensic lab.
- Provide and maintain software/hardware licenses for all resources based upon GFPD's forensic needs.
- Provide training and resources for all personnel using the forensic lab.

❖ **Agency will:**

- Participate in the Task Force and timely pay the required dues as shown on the attached Exhibit A.
- Agree to work together and co-operate in good faith with all members of the Task Force.
- Provide the names and contact information of personnel requesting access to the forensic lab upon signing this MOU. A maximum of two personnel per outside agency will be allowed access.
- Ensure that its personnel will visibly display the provided RFID badge while inside the GFPD building.
- Ensure that its personnel will advise GFPD dispatchers upon arriving and leaving the forensic lab.
- Immediately notify GFPD's point of contact of any issues with the forensic equipment or RFID badges.

III. POINTS OF CONTACT

GFPD's System Administrator/Forensic Analyst, Stephen Turnacliff, shall serve as the primary point of contact.

IV. INDEMNIFICATION & LIABILITY

- ❖ All members of the Task Force are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which each Task Force Member may be entitled under law, including all of the immunities, limitations, and defenses under Wis Stat. § 893.80, or any subsequent amendments thereof. Nothing contained within this agreement is intended to be a waiver or estoppel of any participating municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law
- ❖ Each Task Force member shall bear the risk of its own actions, as it does with its day-to-day operations.
- ❖ The employees of a Task Force member shall be covered by his or her employing agency for purposes of worker's compensation, unemployment insurance, and benefits under ch. 40 of the Wisconsin statutes.
- ❖ Task Force members shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Task Force.
- ❖ The obligations set forth in this Article IV shall survive the termination or expiration of this MOU.

V. OTHER PROVISIONS

- A. GFPD shall not provide storage for any devices under forensic investigation and/or any data retrieved from such devices. Agency shall maintain such devices and/or data at its own facility and consistent with its own policies.
- B. At all times and under all circumstances under this MOU, all personnel shall remain under the sole command of each agency's respective supervisors, and shall remain employees of their respective agencies.
- C. All agencies under this MOU shall operate within their own operating policy/procedure in respect to the usage of their equipment/software at their agency and shall be solely liable for all acts undertaken by their employees.
- D. This MOU shall be construed in accordance with the laws of the State of Wisconsin.
- E. The undersigned represent that they are empowered to undertake the covenants, promises, and agreements set forth herein, and that they are duly authorized to enter into this agreement on behalf of their respective entities.
- F. This MOU sets forth all of the covenants, provisions, agreements, conditions, and understandings between the agencies, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth.
- G. Any data observed/obtained from another sharing agency is deemed property of the providing or originating agency, therefore any other agency shall not disclose said data to any persons or entities.
- H. All requests for open records will be referred to the agency that owns the data.

VI. TERM & TERMINATION

The term of this MOU will become effective on the last date it is signed by the parties, for a term of one calendar year. It shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current term. GFPD may terminate this MOU at any time if licensing terms of any forensic tool utilized are changed such that the purpose of this MOU is frustrated.

VII. MODIFICATIONS:

The terms of this MOU may be amended upon mutual written consent of both the Greenfield Police Department and the (Name of Law Enforcement Agency).

GFPD

AGENCY

Michael Neitzke
Mayor

(Printed Name)
(Job Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

Jennifer Goergen
Clerk

(Printed Name)
(Job Title)

Jay Johnson
Chief of Police
Greenfield Police Department

(Printed Name)
Chief of Police
(Agency)

APPROVED AS TO FORM:

Brian C. Sajdak
City Attorney

EXHIBIT A

FORENSIC LAB STARTUP COSTS/DUES/BILLING NOTICE

I. CURRENT EQUIPMENT PROVIDED (HARDWARE AND SOFTWARE ESTIMATES)

- ❖ 3 Forensic Workstations with Dual Monitors, \$6,000.00
- ❖ Write Blockers: Tableua SATA/IDE and Forensic Bridges, \$3,199.00
- ❖ Two Laptops for Internal/External Use, \$5,000.00
- ❖ Cellebrite UFED Touch2 Device, with Physical Analyzer, \$12,000 Hardware costs, Physical Analyzer/UFED 4PC Software Licenses, \$7,600.00 Annually
- ❖ Magnet AXIOM Software (No Cloud Option Yet), \$3,600 Annually
- ❖ GrayKey Hardware/Software, \$18,000 Annually (Expected to go up in 2022)
- ❖ Other Miscellaneous/Startup Lab Costs, Furniture etc., \$9,600.00
- ❖ Susteen Data Pilot, \$1,300.00

II. COSTS PER AGENCY

- ❖ The Greenfield Police Department has established a flat fee per agency in the amount of \$4,000.00, based upon initial assessment and projected agency participation. The hardware/software costs noted in section I, will remain in the lab inventory for the next calendar year and will be available to any and all participating Agencies.
- ❖ All hardware equipment and software licenses purchased with Lab funds are the sole property of the Greenfield Police Department.
- ❖ All equipment, including hardware and software licenses, purchased by any Agency with its separate funds shall remain that Agency's sole property. Use of such equipment, and the introduction to and storage of such equipment in the Lab, including hardware and software licenses, shall be subject to the Lead Agency approval.

Payments may be dropped off or mailed to:

Greenfield Police Department

Attn: Heather Zagorski

5300 W Layton Ave

Greenfield, WI 53220

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>11/16/2021</i>
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REPORTS AND RECOMMENDATIONS	Agreement for Professional Services Emergency Medical Service User Fee Billing Services	ITEM NUMBER G.6.
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Background:

The Franklin Fire Department, like nearly all public and private Emergency Medical Service (EMS) providers throughout the state and country, seeks to recoup some of the expense of providing high-quality emergency medical care, through charging treatment and transport fees to patients. These fees are primarily covered by Medicare and private health insurance policies. Annually, the department recoups approximately \$1.2 Million in operating expenses.

Since 1999, the Franklin Fire Department has contracted with a third-party vendor to bill patients and/or their medical insurance providers for Emergency Medical Services (treatment and transportation) rendered by the Franklin Fire Department. Medical billing has become increasingly complicated due to constant changes in the health care and insurance industries. Furthermore, the vendor maintains the security and confidentiality of patient care records, manages record requests, and ensures compliance with state and federal privacy laws.

In early 2021, FFD's billing vendor (EMS Medical Billing Associates) was purchased and all pending contracts were also bought out by Andres Medical Billing, one of the predominant vendors in the area. In assessing whether to stay with Andres, FD Admin conducted a survey of all Milwaukee County fire departments to assess user fee rates and overall satisfaction with vendor responsiveness and performance.

Findings:

Of the comparable departments that responded and disclosed their fee rates (one vendor included a confidentiality clause that prohibited those departments from disclosing their rates), four primary vendors were identified. Fee rates are largely in a "ballpark" ranging from 4.5% to 6.5%, with those on the lower end generally supporting their own electric patient care records, and those at the higher end subscribing to a vendor-hosted data bridge at approximately 1% fee premium. (Andres is proposing a 5.5% rate, with the hosted records management database).

With true "apples to apples" comparison of collection return rates likely inconclusive due to wide variances in billing rates and strategies, and drastic difference in "payer mixes" throughout the county; customer satisfaction becomes a major factor in vendor selection. Customer satisfaction was highest among the five departments currently contracting with Andres, with most reporting an increase in collections (some significantly) since the buyout.

Recommendation:

Fire department administration recommends approval of a successor agreement with Andres Medical Billing, Ltd. In addition to the factors identified above, through the buyout of the previous vendor, Andres retains historical data regarding collection rates and payer mix, and has already identified strategies to maximize reimbursement by commercial insurance providers to offset shortfalls due to Medicaid/Medicare reimbursement rates, while having minimal out-of-pocket impact on rate-payers. Furthermore, Andres is amenable to a short-term, renewable agreement that enhances flexibility for the City and promotes accountability on the part of the vendor. The agreement was vetted by the City Attorney and City Administrator.

COUNCIL ACTION REQUESTED

Request Council authorization to approve an agreement with Andres Medical Billing Associates Ltd., for Emergency Medical Service User Fee Billing Services, through December 21st, 2022.



This Agreement is entered into as of _____, 2021 between the City of Franklin, hereinafter referred to as Client and Andres Medical Billing, Ltd., hereinafter referred to as AMB.

WHEREAS, Client has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by Client.

WHEREAS, AMB does hereby hold itself as being ready and able to perform a billing service program and has experience and expertise in billing, processing and collecting accounts receivable for medical transportation services as described herein.

NOW, THEREFORE, in consideration of the aforementioned promises and mutual covenants and promises stated herein, the parties hereby agree as follows:

1. Client hereby appoints AMB for the term hereof as its true and lawful billing agent to provide reasonable and necessary billing, bill processing and fee collection for its various medical transportation services (the "Accounts"). AMB shall bill for these services under the name and provider number of Client. Without limiting the generality of the foregoing, AMB shall:
 - a. Prepare and submit all initial claims and bills for Client promptly upon receipt thereof.
 - b. Review and attempt to collect on all open claims for Client promptly upon receipt thereof.
 - c. Assist Client in identifying all necessary documentation in order to process and bill the Accounts.
 - d. Receive, deposit, and post all payments to a bank account designated by Client.
 - e. Respond to and follow up with all patients, payors and insurance plans and to all messages or inquiries from a patient or third-party payor.
 - f. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
 - g. Except for any confidential and proprietary collection process and methods of AMB, provide any Client-designated collection agency with the data necessary for collection services to be performed when an Account has been determined by parameters chosen by Client to be appropriate for such a referral.
2. Accounts Receivable Services. AMB agrees to expend all commercially reasonable and lawful efforts and resources to collect all Accounts. Any Accounts deemed uncollectable by AMB shall be referred to an agency designated by Client specifically for collection purposes.
3. Reports. AMB agrees to provide Client monthly reports, which shall set forth the status and progress of all outstanding Accounts in a format reasonably acceptable to Client. AMB will also

provide such other special reimbursement reports as may be requested or required from time to time by Client and mutually agreed upon by the Parties.

4. **Compliance.** AMB agrees at all times to perform services hereunder in strict compliance with all applicable state, federal and local laws. Further, coding services shall be performed in accordance with the appropriate payors guidelines and regulatory requirements. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.

AMB will enter into billing system, any and all ambulance trips received from Client. AMB shall abstract, from the documentation provided by Client, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all ambulance run information provided to AMB by the client for that purpose.

AMB shall perform nightly system back-ups and shall have the ability to quickly restore billing system data in the event of a system outage or technology issue.

AMB shall provide electronic billing of Medicare, Medicaid, Insurance claims, including 3rd party payors, when applicable. It is the responsibility of Client to inform AMB of any changes in the company's status that would affect billing.

5. AMB will invoice all patients as directed by Client, in accordance with strict compliance to State and Federal programs.

Patient invoicing will be done on a billing form specific for Client.

Private pay invoicing/collection activities will be conducted on the following standard schedule:

1 st invoice	within 3 days of receipt
2 nd invoice	30 days after 1 st invoice
3 rd invoice	30 days after 2 nd invoice
Automated phone call	10 days after 3 rd invoice
Final notice	20 days after 2 nd invoice
Collections or W/O review	20 days after final notice

An insurance request form accompanies all invoices. Bill schedules may vary based on parameters set by Client.

Collection agency or write off if no results from above as pre-determined by Client.

All monies received by AMB on behalf of Client will be posted to the patients' accounts on a schedule set forth by Client. All checks will be made payable to Client. It is the responsibility of Client to notify AMB of any payments and/or documents pertaining to billing received at Client relating to the services heretofore described.

6. AMB will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:30 am to 7:30 pm Central time. AMB will promptly respond to all Clients' service recipient concerns related to all billing practices conducted herein.

7. AMB will submit monthly reports detailing the transports billed from the previous month. It is the responsibility of Client to verify these reports and provide AMB with any missing data. All reports currently within the software of AMB's billing system will be provided to Client at no additional cost.

AMB shall recognize and comply with the right of authorized Client representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. Client shall have the right to audit such reports at reasonable times.

8. Client agrees to pay AMB in accordance with the following fee schedule for the aforementioned services. AMB shall be paid a fee of five and a half percent (5.5 %) of all payments collected.
 - a. Payments to AMB shall be based upon revenues received and collected (less any refunds processed) in the preceding month. AMB will provide a monthly billing to Client calculating amounts owed to AMB based upon the above stated formula.
 - b. Failure to pay AMB within forty-five (45) days of the monthly invoice may constitute immediate termination of the contract and possible legal action at the cost of Client.
 - c. Client agrees to provide all necessary supporting documentation required for applicable payors to process a claim.
 - d. Client agrees to ensure all pre/post approvals are obtained for applicable payors.
 - e. Client agrees to take full responsibility for recoupments, overpayments and refunds to payors resulting from audits and overpayments.
 - f. Client agrees to work directly with facilities when collecting on outstanding balances.
 - g. If Client determines it is in their best interest to use a collection agency. Client will negotiate and maintain its own contract with the collection agency regarding their fees and services
 - h. It is the sole determination of Client as to fees for services that will be charged to its patients and/or facilities.
9. This Agreement shall be effective on the date hereof and shall remain in full force and effect for a term of one (1) year. Thereafter, this Agreement shall be automatically renewed for subsequent one (1) year periods subject to the termination rights herein. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement without cause and without penalty at any time by giving the other party sixty (60) days written notice.
10. AMB maintains General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Commercial Auto w/hirednon-owned coverage \$1,000,000; Workers Compensation\$500,000/\$500,000/\$500,000; Professional Liability of \$1,000,000; Employment Practices Liability \$250,000.

11. If this contract is terminated prior to its completion, Client allows AMB to continue collections efforts for a period of 6-months following the contract termination, unless other arrangements have been agreed to by both parties in writing. Client understands that they will be responsible to pay AMB their commission on their collections during this time period in accordance with section 8.

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
Chief Executive Officer
Andres Medical Billing, Ltd.
3223 N. Wilke Road
Arlington Heights, IL 60004

OR TO:

12. Indemnification. AMB agrees to indemnify Client, its agents, officers, directors, employees, subsidiaries, parents, and affiliates from any and all liabilities, costs, damages, and/or penalties, including reasonable attorneys' fees, resulting from any improper coding of claims and any other violations of this Agreement.

IN WITNESS WHEREOF, the Client and AMB have executed this Agreement.

CITY OF FRANKLIN

ANDRES MEDICAL BILLING, LTD.

BY: _____

BY: _____

DATE: _____

DATE: _____

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><i>11/16/2021</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Request Common Council Authorization to Purchase and Install a Commercial Grade Water Heater at Fire Station #1 in the amount \$12,114.35</p>	<p>ITEM NUMBER</p> <p>G.7.</p>

Fire Station #1 recently experienced the catastrophic failure of a commercial grade water heater originally installed in 1994. Fire Department personnel work a 24-hour shift, and hot water is essential to basic hygiene as well as carcinogen decontamination following entry into a fire. Fire Department administration solicited Castleman & Sons to replace the 100-gallon water heater, and is seeking emergency approval to exceed Department-authorized maximum expenditure level.

It should be noted that installation has already been completed, and that at this time even with this major unanticipated expenditure, the Department does not appear on course to exceed non-personnel operating budget lines for 2021 (though other unplanned equipment, apparatus, or station repairs may necessitate a future budget modification).

COUNCIL ACTION REQUESTED

Request Common Council Emergency Approval of Purchase and Installation of an Unplanned Water Heater Replacement at Fire Station #1.

Castleman & Sons Plumbing Inc.
 11725 W. Scherrei Dr.
 Franklin, WI 53132

Estimate

Date	Estimate #
11/6/2021	060605

Phone #	4144255797
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Name / Address

Franklin Fire Department 8901 W. Drexel Avenue Franklin, WI 53132

Project

Description	Qty	Rate	Total
Furnish and install new commercial water heater -Rheem G100-200 --3 year tank/parts warranty --1 year labor warranty -Adapt to existing inlet and outlet piping --New emergency inlet and outlet valve will be required -Adapt to existing venting -Adapt to existing gas --New emergency shut off valve will be required -Adapt to existing electrical -Dispose of old heater	1	12,114.35	12,114.35
		Subtotal	\$12,114.35
		Sales Tax (5.5%)	\$0.00
Payment due upon completion		Total	\$12,114.35

Signature _____

<p style="text-align: center;">APPROVAL <i>Slu</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 11/16/2021</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p style="text-align: center;">Motion to allow the Director of Health and Human Services to accept the 2021 Division of Public Health Consolidated Contracts to continue funding health department grants.</p>	<p style="text-align: center;">ITEM NUMBER G.8.</p>

Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grant that runs from July 1, 2021 through June 30, 2022:

- Communicable Disease - \$4,100

This grant provides additional funding to assist in communicable disease control, outside of the grants awarded specifically to fund COVID-19 related work. Specifically, this is the only grant source currently available to FHD to assist in the work of our Registered Sanitarians. It is used to help pay for equipment, supplies, and training needed to perform our health inspection work at the highest quality standards and prevent communicable disease initiation and/or spread from those entities inspected under the Department of Agriculture, Trade and Consumer Protection (DATCP) State Agent Program.

Recommendation: The Director of Health and Human Services recommends approval to accept the Division of Public Health Communicable Disease Grant for 2021-2022 awarded to the Franklin Health Department.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the acceptance of the 2021-2022 Division of Public Health Communicable Disease Grants for the Franklin Health Department.

Health Department: CD

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **47708-4**

Bureau of Procurement and Contracting (BPC) Review:

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

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

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

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

11/4/2021

Date Signed



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

DPH Contract No.. 47708-4
Agreement Amount: \$4,100
Agreement Term Period: **10/1/2020 to 12/31/2024**
CARS Pre-Packet No: **19385**

DHS Division. Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Telephone: 608-266-9780
DHS Email: anna.benton@dhs.wisconsin.gov

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

Modification Description: Modification Description: We are adding funding for Communicable Disease Control & Prevention (Profile 155800). Please see attached Scope(s) of Work. We are also extending the end date for profile 155809 to 6/30/2024 (incorrectly listed as 6/30/2022 on the recently sent SOW). This also serves as a formal notification removing vaccine eligibility for reimbursement on profile 155806 as of 8/1/2021 please see revised SOW. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Courtney Day

Title: Director of Health & Human Services

Signature: _____

Date: _____

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

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

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472787	FRANKLIN HD	260	See Below	See Below	\$4,100

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV	7/1/21- 6/30/22	-	\$4,100	\$4,100	N/A
					\$4,100	

Scope of Work
Communicable Disease Control and Prevention (LPHD and Tribal HD)
Funding Period July 1, 2021-June 30, 2022

Overview

The Communicable Diseases Funding passed in the 2021-2023 Biennial Budget allocated \$500,000 in GPR per year as a continuing appropriation to local and tribal health agencies for communicable disease control and prevention .

The budget language as passed states:

“252.185 Communicable disease control and prevention.

(1) From the appropriation under s. 20.435 (1)(cf), the department shall distribute moneys to local health departments to use for disease surveillance, contact tracing, staff development and training, improving communication among health care professionals, public education and outreach, and other infection control measures as required under this chapter The department shall consider the following factors to establish an equitable allocation formula for the distribution of moneys under this section:

(a) Base allocation, including at least some base amount for each local health department.

(b) General population

(c) Target populations

(d) Risk factors

(e) Geographic area, including consideration of the size of the service area or the density of population, or both

(2) By January 1, 2023, and biennially thereafter, each local health department shall submit to the division of the department that addresses public health issues a financial statement of its use of funds under this section ”

Eligible Uses

The scope of eligible uses for this additional funding is relatively broad and reflects all responsibilities under chapter 252. Funding may be used for new projects as well as to offset increasing budgetary pressures resulting from ongoing disease surveillance and investigations at the local level. Examples of possible uses include but are not limited to:

- Reduce burden of communicable diseases (CD),
- Ensure or increase capacity to respond to CD events,
- Training to increase competencies around CD issues,
- Purchase additional equipment to allow for easier access when following up on CD reports (such as smartphones or tablets),
- More extensive/complete follow-up on communicable disease outbreaks/reports, or
- Increasing communicable disease awareness in the community along with practical prevention opportunities.

Prohibited uses include:

- Meals for trainings or conferences;
- Uses not intended for infectious disease prevention or follow up.

Reporting Requirement

The local agency is expected to submit its financial statement to the Director of the Bureau of Communicable Diseases of its use of funds for this fiscal year **no later than January 1, 2023**. Please submit your report using an online form titled: “Financial Reporting by Local and Tribal Health Agencies for Communicable Disease Funds.”

***Epidemiology and Laboratory Capacity
DHS/DPH and LTHDs***

**Grant/Contract Deliverables and Expectations - AMENDED
2020-2022 ELC Enhancing Detection LTHD Supplement Award**

Contacts		Division Program Contact	Program Contact
	Name	Traci DeSalvo	Lisa Borchardt
	Email	Traci.DeSalvo@dhs.wisconsin.gov	Lisa.borchardt@dhs.wisconsin.gov
	Phone	608-267-7321	608-695-4896

Background

This award, the Epidemiology and Laboratory Capacity Enhancing Detection supplement, will provide critical resources to local and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing & epidemiologic surveillance related activities. This includes, but is not limited to, increasing workforce capacity, testing, laboratory capacity, infection control and contact tracing. Further details on allowable costs are outlined below.

Contract Period of Performance:

The grant start date is October 1, 2020 and the end date is October 31, 2022.

Generalized Funding Statement

Funding to each Local or Tribal Health Department is as follows:

- A \$250,000 base award will be offered to each jurisdiction
- Additional award funding will be based on a population multiplier
- Local or Tribal Health Departments who have chosen to increase their workforce capacity using the Population Health Institute Response Corps will have the appropriate portion of their award paid directly to the Response Corps
- Local Public Health Departments should report expenses to CARS Profile 155806.
- Tribal Public Health Departments should report expenses to CARS Profile 65506.

Expenditure reports will be prepared according to contract monitor instructions and submitted to the contract monitor at the same time expenses are submitted to the DHS CARS unit for payment. The Expenditure Report form (F-00642) is e-mailed to CARS (dhs600rcars@wi.gov)

Scope of Work Summary

These funds are broadly intended to provide critical resources to local and tribal health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. These funds cannot be used for costs that are already covered by any other federal source (i.e. duplicating resources from an Immunization award). These funds are not allowable for vaccination expenses after July 31, 2021.

Examples of allowable costs include:

- Personnel (term, temporary, students, overtime, contract staff, etc.) E.g. laboratorians, informaticians, epidemiologists, data managers/analysts, data visualization specialists, health communicators (including those specializing in risk communications), health educators, contact tracers, management & budget staff as well as administrative support, infection prevention & control staff. (May also include support for community health workers and organizations working with populations at higher risk for COVID-19.)
- PPE or other supplies (PPE being used to protect health care workers that are taking samples, processing specimens, conducting tests, etc.)

- Collection supplies, test kits, reagents, consumables & other necessary supplies for existing testing or onboarding new platforms
- Hardware & software necessary for robust implementation of electronic laboratory & surveillance data exchange between recipient & other entities, including healthcare entities, jurisdictional public health & CDC.
- Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, & evaluation of control measures to reduce the spread of disease (e.g. GIS software, visualization dashboards, cloud services).
- Reporting &/or enrollment incentives.
- Contracts with academic institutions, private laboratories, &/or commercial entities including contracts to increase workforce capacity.
- Expenses associated with case investigation, follow up, & contact tracing (including travel, software/hardware, etc.)
- Costs associated with testing and monitoring of isolated individuals as well as facilitating isolation to prevent spread of COVID-19. May include wrap around services as necessary.
- Support for social services that will facilitate compliance with isolation and quarantine.

Examples of non-allowable costs include:

- Research as defined by CDC
- Clinical care
- Medication for patient treatment
- Purchasing vaccines
- Construction
- Stockpiling PPE resources
- Vaccination Costs

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

Grantees are required to comply with all Wisconsin ELC Enhancing Detection Award and program requirements, practice guidelines and reporting requirements set by the Centers of Disease Control and as described in the Notice of Award. In addition to the service and program requirements referenced above, administrative and operational requirements are summarized below.

- Ongoing monitoring of milestones and performance measures will be utilized to gauge progress toward successful completion of priority activities supported with these funds.
- Submission of monthly CARS expense reports.
- Quarterly reports will be completed by all awardees summarizing activities supported by the funding.

Certificate Of Completion

Envelope Id FC746361F3C9494487FA0EC77604570E
Subject: Multi-Profile - FRANKLIN HD - 2021 DPH Consolidated Contract - 47708-4
Source Envelope
Document Pages 7 Signatures 1
Certificate Pages 5 Initials 0
AutoNav Enabled
EnvelopeId Stamping Enabled
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent

Envelope Originator
Jessie Rivera
1 West Wilson St
Madison, WI 53703
jesenia.rivera@dhs.wisconsin.gov
IP Address 165.189.255.45

Record Tracking

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11/3/2021 3:58:52 PM
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Storage Appliance Status Connected

Holder: Jessie Rivera
jesenia.rivera@dhs.wisconsin.gov

Pool StateLocal
Pool DHS

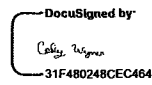
Location DocuSign

Location DocuSign

Signer Events

Cody Wagner
CodyW.Wagner@dhs.wisconsin.gov
Office of Legal Counsel
Wisconsin Department of Health Services
Security Level Email, Account Authentication (None)

Signature



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Using IP Address 165.189.255.23

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Signed 11/4/2021 11:15:47 AM

Electronic Record and Signature Disclosure:
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Courtney Day
CDay@franklinwi.gov
Director of Health & Human Services
Security Level Email, Account Authentication (None)

Sent 11/4/2021 11:15:51 AM
Viewed 11/4/2021 12:48:54 PM

Electronic Record and Signature Disclosure:
Accepted 11/4/2021 12:48:54 PM
ID b156eac9-ad83-4250-91b6-c8b5a8ea5ea4

Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted 11/3/2021 8:08:07 PM
ID e3d69979-9ef3-4a96-a789-5df3855f67e6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Yvette A Smith
Yvette.Smith@dhs.wisconsin.gov
Wisconsin Department of Health Services
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent

Payment Events

Electronic Record and Signature Disclosure

Status

COPIED

COPIED

COPIED

Signature

Signature

Status

Hashed/Encrypted

Status

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Sent 11/3/2021 3:59:41 PM

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Timestamps

11/3/2021 3:59:42 PM

Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

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

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

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

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

To request paper copies from Wisconsin Department of Health Services

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

To withdraw your consent with Wisconsin Department of Health Services

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

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

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

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

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

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/16/2021
Reports and Recommendations	The Director of Health and Human Services requests a motion to allow the purchase of five APX8000 radios for enhanced communication capabilities.	ITEM NUMBER G.9.

Background: A major aspect of emergency preparedness and response is the ability to communicate with other responders, both in our community and in neighboring communities within Milwaukee County. Franklin Health Department (FHD) currently has 8 radios that are programmed to communicate with other responders within Milwaukee County that were purchased in 2007 and 2008 with Emergency Preparedness grant dollars. These radios are used in the event of public health emergencies as well as large public health events and enable us to keep in contact with each other and other local agencies to conduct public health work efficiently and communicate in real time with each other.

We have been informed by our County partners that our radios are in need of an upgrade with a program called OASIS. While our current radios are eligible to be upgraded with this program (continuing to allow them to be used to communicate with other health departments and first responders in the county), our particular series of radio is no longer supported by the manufacturer - Motorola. This means that if a part needed to be replaced or a battery dies, there are no options for repair or replacement and the radio would then become inoperable. Upgrade of our current radios with the OASIS program would cost approximately \$900 (or \$112.50 per radio), however with no guarantee how long the radios will continue to operate if future updates are not supported on this model as well as the fact that if one malfunctions, we no longer have an option to have them serviced or repaired, the upgrade is not the best option at this time.

Analysis: FHD has been working with the County's data communications provider, Baycom, Inc., to get quotes for new radios. A summary of the three quotes received can be seen below:

Model	Service Covered by Motorola	# of radios	Total Cost
APX6000	Approximately 5-6 years	5	\$20,207
APX900	Unknown	8	\$18,418
APX8000	Approximately 10-12 years	5	\$28,579

While new radios carry a heavier expense, our analysis through Baycom, Inc. and review with individuals from the Franklin Fire Department, the most practical investment is to purchase new radios (model APX8000) that are current in their software and have the ability to be serviced by the manufacturer for at least the next 10 years. These new radios also would have interchangeable batteries with Franklin Police and Fire Departments as this is the model they currently use. The Fire Department has also volunteered to train the Health Department on the functionality of the new radios. Current American Rescue Plan Act money received by the Health Department to increase our ability to respond to future public health emergencies is currently available to pay for this equipment.

- Options:**
1. Allow the purchase of new radios (APX8000).
 2. Keep existing radios and pay for the current upgrade.
 3. Deny any action on the radios at this time.

Recommendation: Due to the concerns about the ability to continue upgrades and/or repair to the existing radios, the Director of Health Services recommends allowing the purchase of the five APX8000 radios at a cost of \$28,579.

Fiscal Note: Any upgrade to existing radios or purchase of new radios will be covered through Health Department grant funding and will not impact the City's budget.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the purchase of five APX8000 radios for enhanced communication capabilities.

Health Department: CD



se'ous mobility
when it matters mo.

Dave Feiler
W239 N2890 Pewaukee Road
Pewaukee, WI 53072
D: 414-546-7625

Franklin Health Department
Attn: Quinn Niemczyk

11/1/2021

dfeiler@baycominc.com

SUBJECT: APX900 P25 Portable Radio / OASIS / 11012021

**PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING
EQUIPMENT DETAILS AND PRICING**

QTY	MODEL AND DESCRIPTION	UNIT PRICE	LIST PRICE TOTAL PRICE	WCA SERVICES 7% PRICING	
				UNIT PRICE	TOTAL PRICE
8	H92UCF9PW6AN / APX900 Portable Radio	\$1,597 00	\$12,776 00	\$1,165 81	\$9,326 48
8	QA04096 / SW P25 Trunking	\$1,070 00	\$8,560 00	\$781 10	\$6,248 80
8	H122 / Stubby Antenna	\$24 00	\$192 00	\$17 52	\$140 16
8	QA001648 / Advanced System Key	\$5 00	\$40 00	\$3 65	\$29 20
8	QA01767 / P25 Radio Authentication	\$100 00	\$800 00	\$73 00	\$584 00
8	H885BK / Three Year Essential Service	\$90 00	\$720 00	\$65 70	\$525 60
ACCESSORIES					
	PMNN4025 / Remote Speaker Mic	\$95 79	\$0 00	\$69 93	\$0 00
8	PMPN4174A / Single Unit Impres Charger	\$69 25	\$554 00	\$50 55	\$404 42
	PMPN4284 / Multi Unit Charger	\$595 00	\$0 00	\$434 35	\$0 00
	PMNN4409 / Spare Batteries	\$112 00	\$0 00	\$81 76	\$0 00
8	Technical Services - Programming	\$145 00	\$1,160 00	\$145 00	\$1,160 00
		EQUIPMENT COST	\$23,642 00		\$18,418 66
		SHIPPING	\$0 00		\$0 00
		WCA SERVICES STATE CONTRACT			
		PURCHASE PRICE	\$23,642.00		\$18,418.66

Payment With Order NET 10 Days
Quotation Good for 30 Days

Approved By:
Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information
If You Have Any Questions Please Contact Dave Feiler at 414-546-7625.

Signature: _____

Date: _____



MOTOROLA
Authorized Dealer

TOUGHBOOK

BAYCOM

A Lifetime in the Moments that Matter

Quotation For:

FRANKLIN HEALTH DEPT.

Attn: Quinn Niemczyk

Vendor:

BAYCOM, Inc.

Dave Feiler

W239 N2890 Pewaukee Road

Pewaukee, WI 53072

414-546-7625

dfeiler@baycominc.com

Quote # APX6000XE Portable Radio Model 2.5 / 01022020

Date: 11/11/2021

Quote Valid Until: 12/15/2021

ITEM ID	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	5	H98UCF9PW6AN / APX6000 Portable Radio	\$2,208 98	\$11,044 90
1a	5	Q806 / Astro Digital CAI	\$375 95	\$1,879 75
1b	5	H38 / SmartZone Operation	\$876 00	\$4,380 00
1c	5	Q361 / P25 9600 Baud Trunking	\$219 00	\$1,095 00
1d	5	QA01767 / P25 Radio Authentication	\$73 00	\$365 00
1e	5	QA01648 / Advanced System Key - Hardware	\$3 65	\$18 25
1f	5	QA01427 / Impact Green Housing	\$20 00	\$100 00
ACCESSORIES				
2	0	PMMN4069AL / Remote Speaker Microphone	\$115 97	\$0 00
3	5	NNTN8844A / Single Unit Charger	\$120 00	\$600 00
4		NNTN8860A / Multi Unit Charger w/ Display	\$1,250 00	\$0 00
5	5	Programming	\$145 00	\$725 00

Approved By

Total : \$20,207.90
Shipping: \$0.00

PO #

Total: \$20,207.90

Terms and Conditions can be found at [https //www baycominc com/baycom-operating-terms-conditions/](https://www.baycominc.com/baycom-operating-terms-conditions/)

We impose a surcharge of 2% on credit card purchases over \$1,000, which is not greater than our cost of acceptance

All of the information listed on this proposal is confidential and proprietary information

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms



secure mobility
where it matters most

Dave Feiler
W239 N2890 Pewaukee Road
Pewaukee, WI 53072
D: 414-546-7625
dfeiler@baycominc.com

Franklin Health Department
Attn: Quinn Niemczyk
11/1/2021

TRI-BAND MODEL WITH P25 TRUNKING
SUBJECT: Motorola APX8000 Portable Radio Model 2.5 - Dual Display / 11012021

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	H91TGD9PW6AN / APX8000 Tri Band Radio	\$4,717.26	\$23,586.30
5	H38 / SmartZone Operation	\$1,095.00	\$5,475.00
5	Q361 / P25 Trunking	\$219.00	\$1,095.00
5	Q806 / Astro Digital CAI Ops	\$375.95	\$1,879.75
5	Q58 / Three Year Service from The Start - LITE	\$135.00	\$675.00
5	QA01648 / Advanced System Key - Hardware	\$3.65	\$18.25
5	QA01767 / P25 Radio Authentication	\$73.00	\$365.00
5	Delete UHF Band	-\$584.00	(\$2,920.00)
5	Delete VHF Band	-\$584.00	(\$2,920.00)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
0	PMMN4069 / Remote Speaker Mic with Audio Jack	\$113.60	\$0.00
5	NNTN8844A / IMPRES Single Unit Charger	\$120.00	\$600.00
0	NNTN8860A / Multi Unit IMPRES Charger - DISPLAY	\$1,250.00	\$0.00
			\$0.00
5	Programming	\$145.00	\$725.00
	Does not Include Programming		\$0.00

		EQUIPMENT COST	\$28,579.30
		SHIPPING	\$0.00

All Costs reflect Racine County Contract Pricing

PURCHASE PRICE \$28,579.30

Payment With Order NET 30 Days
Quotation Good for 2016

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information
If You Have Any Questions Please Contact Dave Feiler at 414-546-7625.

Signature: _____ Date: _____



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Authorized Dealer



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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slu</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;">11/16/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to Purchase Server & Storage Area Network (SAN) Warranty Extensions as Budgeted for in the 2021 Information Services Capital Outlay Budget</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.10.</p>

BACKGROUND

In 2016, the City of Franklin underwent an aggressive replacement of critical core infrastructure in order to replace aging and poorly performing equipment. All virtualization host servers were upgraded to a HP platform running VMWare vSphere version 6.5. The failing Dell SANs were replaced with a robust HP 3PAR SAN running traditional fiber channel connectivity. In order to allow for seamless fail over and recovery of virtual machines between offices, all HP hardware was standardized between offices and is built upon the same computing platform.

In 2019, the original three-year warranty that was purchased with the equipment was extended by an additional two years, with a planned expiration of November 2021. The server hardware has an anticipated replacement lifecycle of 5 years, while the 3PAR SAN has an extended replacement cycle of 7-10 years. Often the replacement cycle is determined by the availability of vendor and warranty support, with vendors ceasing support of a product and declaring it end-of-life typically around 5 years.

In order to meet current budgetary restrictions, the IT infrastructure replacement schedule has been advanced by one year. Originally server hardware was scheduled for replacement in 2022; however, due to COVID-19 and vendors extending warranty coverage periods it is possible to have the server farm fully supported for up to six years. Lack of available hardware and materials is another major concern. For these reasons, the infrastructure replacement schedule has been advanced by an additional year.

ANALYSIS

As long as computing system technical and security requirements mandate that computing systems must remain on premise, the virtualization and storage systems must remain at TAC (technical assistance center) advisory levels. Failure to do so places the critical infrastructure systems at risk and invalidates the vendor from being able to fully support all systems. This was a valuable "lesson learned" from the 2016 Infrastructure Upgrade project, and has been carried forward in IT policies and internal controls.

Since the policies have been instituted and systems must remain at TAC service level agreement, over the past four years infrastructure performance issues have experienced only one incident of major outages attributed to hardware issues (for both City Hall and the Police Department). The new infrastructure is both highly reliable and resilient. It is deemed that the current server infrastructure has a utilization level of 6 years. The 3PAR SANs have an anticipated utilization level of a full 7-10 years. In order to maximize the full utilization period of the hardware, server and

storage systems must be kept under warranty and support agreement levels in conjunction with TAC SLAs. Storage systems have been specifically designed for regular increases in disk capacity, only requiring additional drives to be added to the system without major SAN OS or disk shelve changes.

As such, staff included \$21,500 in the 2021 Information Services Computer Equipment Capital Outlay Budget dedicated to Server and SAN Warranty Extensions that expired November 8, 2021 for the SAN and November 11, 2021 for the Servers. Attached is a quote from Paragon Development Systems (PDS) in the amount of \$20,681.93 that extends the HPE warranty agreements for the four servers and two 3 PAR SANs out until February 2023. Instead of 4-8-hour onsite support 24x7 for the servers, this has been decreased to next day support Monday-Friday as IT is not here on weekends. Also, memory was recently increased on the server clusters where if an entire server went down all virtual machines could safely run on a single cluster member. The 3PAR SAN response time remains the same as 24x7.

RECOMMENDATION

Staff recommends approval of this purchase.

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of the server and SAN warranty extensions through Paragon Development Systems, Inc. at a total cost of \$20,681.93 as budgeted for in the 2021 Information Services Computer Equipment Capital Outlay budget (41.0144.5841).



Paragon Development Systems, Inc.
 13400 Bishops Lane
 Suite 190
 Brookfield Wisconsin 53005
 United States
 (P) 262-569-5300

Date
 Nov 02 2021 02 58 PM CDT

Expiration Date
 12/01/2021

Modified Date
 Nov 02 2021 03 14 PM CDT

Quote #
 2174511 - rev 1 of 1

Description
 HPE Support Renewals

SalesRep
 Swanson Thomas
 (P) 651-707-1808

Customer Contact
 Huening, Lisa
 (P) 414-858-1100

Customer
 City of Franklin (003235)
 Huening Lisa
 9229 W Loomis Rd
 Franklin, WI 53132
 United States
 (P) 4148581100

Bill To
 City of Franklin
 Payable Accounts
 9229 W Loomis Rd
 Franklin, WI 53132
 United States
 (P) 4148581100

Ship To
 City of Franklin
 Huening, Lisa
 9229 W Loomis Rd
 Franklin WI 53132
 United States

Payment Method
 Terms Net 30

Customer PO

Terms
 Net 30

Ship Via.
 FedEx Ground
Carrier Account #

Special Instructions

1	Proactive Care NBD wDMR SVC Hewlett Packard Enterprise pds # 336564 Note Service Agreement ID 1046 8085 6266 (2) HPE 3PAR StrSrv 8200 Fld Int Reman Base mfg# K2Q36AR SNs MXN6390213 MXN6390214 HPE Hardware Maintenance Onsite Support HPE Software Technical Unlimited Support HPE Software Updates SVC Support Account Reference PCASMPD501MXN6390213 Term Dates 11/08/2021 to 2/28/2023	H1K91AC	1	\$14,300 82 \$14 300 82
2	Foundation Care NBD w/ DMR Service Hewlett Packard Enterprise pds # 662808	H7J33AC	1	\$6,381 11 \$6 381 11

Note

Service Agreement ID 1046 8207 6733
(4) HPE DL380 Gen9 8SFF CTO Server
mfg# 719064-B21

SNs

MXQ64005CW
MXQ64005CX
MXQ64005CY
MXQ64005CZ

HPE Hardware Maintenance Onsite Support
HPE Collaborative Remote Support
HPE Software Technical Unlimited Support
HPE Software Updates SVC

Support Account Reference: ASMPD504MXQ64005CW
Term Dates 11/13/21 2/28/23

Support Account Reference
PCASMPD501MXN6390213
Term Dates 11/08/2021 to 2/28/2023

Total \$20,681 93

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsforsale.aspx>

Shipping and tax amounts are estimated

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases
This situation is not unique to PDS

Please contact your sales team with additional questions

<p>APPROVAL</p> <p><i>Slew</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/16/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 761-9950-003 & 761-9950-001 (2735 WEST RAWSON AVENUE & 7103 SOUTH 27TH STREET) (DR. VIKRAMJIT SINGH DHILLON, OWNER OF SANIA INVESTMENTS LLC, APPLICANT)</p>	<p>ITEM NUMBER</p> <p>G.11.</p>

On November 4, 2021, the Plan Commission carried a motion to recommend approval of a resolution conditionally approving a Land Combination for tax key nos. 761-9950-003 and 761-9950-001 (2735 West Rawson Avenue and 7103 South 27th Street). On voice vote, all voted 'aye'; motion carried. (4-0-2).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2021-_____, a resolution conditionally approving a land combination for tax key nos. 761-9950-003 & 761-9950-001 (2735 WEST RAWSON AVENUE & 7103 SOUTH 27TH STREET) (Dr. Vikramjit Singh Dhillon,, Owner of Sania Investments LLC, applicant).

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND
COMBINATION FOR TAX KEY NOS. 761-9950-003 AND 761-9950-001
(2735 WEST RAWSON AVENUE AND 7103 SOUTH 27TH STREET)
(DR. VIKRAMJIT SINGH DHILLON, OWNER OF SANIA
INVESTMENTS LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Dr. Vikramjit Singh Dhillon, owner of Sania Investments LLC, to combine the corner parcel on the southwest corner of South 27th Street and West Rawson Avenue (7103 South 27th Street, 16,440 square feet), recently purchased from the Wisconsin Department of Transportation, with the lot immediately to the west (2735 West Rawson Avenue, 20,568 square feet), their combined area amounting to 37,008 square feet, for eventual parking lot expansion, bearing Tax Key Nos. 761-9950-003 and 761-9950-001, more particularly described as follows:

Parcel A

That part of Lot 1 of Certified Survey Map No. 1983, recorded in the Milwaukee County Register of Deeds office on December 28, 1972 in Reel 696 at Images 1115-1116, as Document No. 4730391, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Begin at the Southwest corner of said Lot 1; run thence North 01° 26' 29" East, 140.32 feet along the West line of said Lot; thence South 75° 21' 08" East, 83.67 feet; thence South 72° 13' 21" East, 27.00 feet; thence South 37° 59' 21" East, 54.06 feet to a point located 88 feet West of the reference line of S.T.H. 241; thence South 01° 26' 19" West, 65.59 feet parallel with said reference line to the South line of said Lot; thence South 88° 55' 20" West, 149.92 feet to the point of beginning.

Parcel B

Lot 2 of Certified Survey Map No. 1983, recorded in the Milwaukee County Register of Deeds office on December 28, 1972 in Reel 696 at Images 1115-1116, as Document No. 4730391, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. EXCEPTING THEREFROM the North 2.25 feet. FURTHER EXCEPTING THEREFROM that portion described in the Warranty Deed recorded September 22, 2014, as Document No. 10396844.

DR. VIKRAMJIT SINGH DHILLON, OWNER OF SANIA
INVESTMENTS LLC – LAND COMBINATION
RESOLUTION NO. 2021-_____

Page 3

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item D.1.

Meeting of November 4, 2021

Land Combination

RECOMMENDATION: City Development staff recommends approval of this land combination for 2735 W Rawson Ave and 7103 S 27th St.

Table with 2 columns: Label (Project Name, Project Address, Property Owner, Applicant, Agent, Zoning, Use of Surrounding Properties, Comprehensive Plan, Applicant Action Requested, Planner) and Value (Sania Investments Inc Land Combination, 2735 W Rawson Ave and 7103 S 27th St, JVS PLAZA LLC (Sania Investments Inc), Vic Dhillon, Sania Investments LLC, Luis Barbosa, BMR Design Group Inc, B-4 South 27th Street Mixed Use Commercial District, B-4 South 27th Street Mixed Use Commercial District to the north, south and west; City of Oak Creek - B-4 "Highway Business" to the east, Mixed use, Approval of application for land combination, Marion Ecks, Assistant Planner)

Introduction:

The applicant has submitted an application to combine the corner parcel on the southwest corner of 27th and Rawson (7103 S 27TH ST), recently purchased from the WI Department of Transportation, with the lot immediately west of it (2735 W Rawson Ave).

Pursuant to §15-9.0312.B, of the Unified Development Ordinance, 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:

The subject properties are located along Rawson Avenue at the corner of S. 27th Street. 2735 W Rawson Ave is 20,568 SF and 7103 S 27TH ST is 16,440; their combined area will be 37,008 SF. The applicant proposes to expand their parking into the new area in future. A site plan application for this was submitted on Thursday, October 21, 2021.

Both parcels are zoned B-4 South 27th Street Mixed Use Commercial District. The new parcel does not meet minimum lot area of two (2) acres for B-4 zoning. §15-3.0304.A.1 requires “that future *land division* be limited, such that no new lots are created that are smaller than two acres in size [emphasis added].” Since is not a land division, but a consolidation, this standard does not apply, but it should be noted that it will not be possible to divide this lot in future.

This land combination otherwise complies with the current zoning of the subject properties, and is consistent with the City of Franklin Comprehensive Master Plan designation of “Mixed use.” Staff also notes that, due to the configuration of the corner, access to the corner parcel (7103 S 27th St.) would be restricted if the lot were to remain uncombined.

Staff recommendation:

City Development staff recommends approval of this land combination.

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND
COMBINATION FOR TAX KEY NOS. 761-9950-003 AND 761-9950-001
(2735 WEST RAWSON AVENUE AND 7103 SOUTH 27TH STREET)
(DR. VIKRAMJIT SINGH DHILLON, OWNER OF SANIA
INVESTMENTS LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Dr. Vikramjit Singh Dhillon, owner of Sania Investments LLC, to combine the corner parcel on the southwest corner of South 27th Street and West Rawson Avenue (7103 South 27th Street, 16,440 square feet), recently purchased from the Wisconsin Department of Transportation, with the lot immediately to the west (2735 West Rawson Avenue, 20,568 square feet), their combined area amounting to 37,008 square feet, for eventual parking lot expansion, bearing Tax Key Nos. 761-9950-003 and 761-9950-001, more particularly described as follows:

Parcel A

That part of Lot 1 of Certified Survey Map No. 1983, recorded in the Milwaukee County Register of Deeds office on December 28, 1972 in Reel 696 at Images 1115-1116, as Document No. 4730391, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Begin at the Southwest corner of said Lot 1; run thence North 01° 26' 29" East, 140.32 feet along the West line of said Lot; thence South 75° 21' 08" East, 83.67 feet; thence South 72° 13' 21" East, 27.00 feet; thence South 37° 59' 21" East, 54.06 feet to a point located 88 feet West of the reference line of S.T.H. 241; thence South 01° 26' 19" West, 65.59 feet parallel with said reference line to the South line of said Lot; thence South 88° 55' 20" West, 149.92 feet to the point of beginning.

Parcel B

Lot 2 of Certified Survey Map No. 1983, recorded in the Milwaukee County Register of Deeds office on December 28, 1972 in Reel 696 at Images 1115-1116, as Document No. 4730391, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. EXCEPTING THEREFROM the North 2.25 feet. FURTHER EXCEPTING THEREFROM that portion described in the Warranty Deed recorded September 22, 2014, as Document No. 10396844.

DR. VIKRAMJIT SINGH DHILLON, OWNER OF SANIA
INVESTMENTS LLC – LAND COMBINATION
RESOLUTION NO. 2021-_____

Page 2

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination, as submitted by Dr. Vikramjit Singh Dhillon, owner of Sania Investments LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. Dr. Vikramjit Singh Dhillon, owner of Sania Investments 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 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 Dr. Vikramjit Singh Dhillon, owner of Sania Investments LLC and the land combination project for the properties located at 2735 West Rawson Avenue and 7103 South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

DR. VIKRAMJIT SINGH DHILLON, OWNER OF SANIA
INVESTMENTS LLC – LAND COMBINATION
RESOLUTION NO. 2021-_____

Page 3

ATTEST:

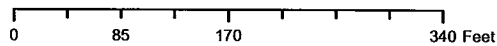
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

2735 W. Rawson Ave. & 7103 S. 27th Street
TKNs: 761 9950 003 & 761 9950 001



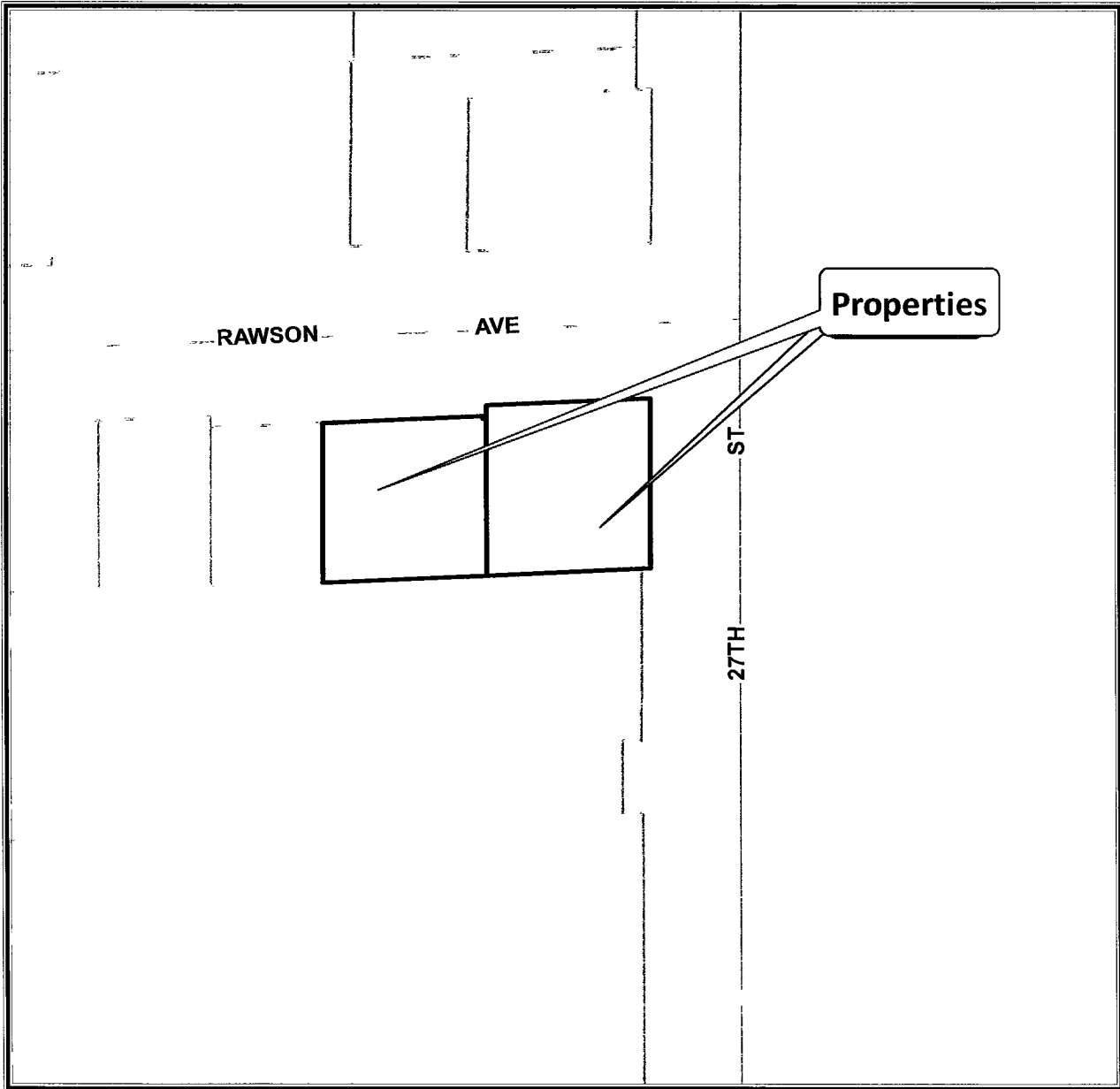
Planning Department
(414) 425-4024



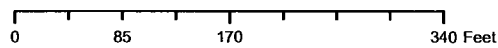
2021 Aerial Photo

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

2735 W. Rawson Ave. & 7103 S. 27th Street
TKNs: 761 9950 003 & 761 9950 001



Planning Department
(414) 425-4024



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





October 20, 2021

Marion Ecks – Assoc Planner
Dept. of City Development
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

**RE: Land Combination Request by Sania Investments Inc.
2735 W. Rawson Ave. and 7103 S. 27th St.,**

**Subject: Response Letter to Staff Comments Received on October 15, 2021
Regarding the Land Combination Application Submitted on June 29, 2021**

Marion.

Based on our understanding of your staff comments described in your e-mail dated October 15, 2021, our responses are as follows:

Department of City Development Comments:

- See attached site plan/site plan amendment application
- We talked to Taylor from the Engineering Department on Monday October 19, 2021 regarding the storm water management for this project

Items Discussed and Conclusions:

- 1 The proposed new parking lot area will be located on an existing asphalt surface. No additional impervious surfaces will be included other than general repairs of existing damaged asphalt areas

Unified Development Ordinance UDO Requirements

- **15-9.0312 of the UDO**
Our proposed project and submittal will provide the requirements identified for land combination permits
- **15-3.0304. B-4 – South 27th St. Mixed Use Commercial**
Our proposed project meets the goals and objectives of the South 27th St corridor element
- **15-3.0350 – South 27th Street Design Overlay District**
Our proposed project meets the goals and objectives of the South 27th Street Design Overlay District
- **UDO – 15.9.0312**
Our proposed project meets the requirements and objectives of this UDO

Engineering Department Comments:

- See attached documents for reference
 - legal plat of survey
 - site plan with proposed site improvements

Fire Department Comments:

- No action required

Police Department Comments:

- No action required

Inspection Services Department Comments:

- We will investigate possible additional submittal requirements with the Chief Plumbing Inspector for Storm water drainage system, after review and approval by the Plan Commission and Common Council of proposed preliminary project design

Legal Department Comments:

- See attached MS Word version of the legal description of properties to be combined

If additional information is needed, let me know.

Regards,

Luis Barbosa, AIA, ALA
Architect
BMR Design Group, Inc
503 W. Lincoln Ave.
Milwaukee, WI 53207

SCOPE OF WORK

Consultants

SHEET INDEX



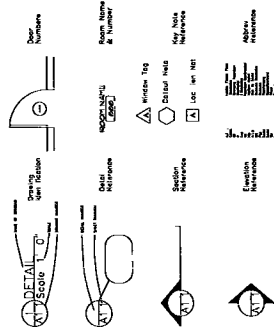
ARCHITECT
 BMR Design Group, Inc
 503 West Lincoln Avenue
 Milwaukee, Wisconsin 53207
 (414) 384-3904

ARCHITECTURAL
 A-1 EXISTING SITE PLAN
 A-2 NEW SITE PLAN
 A-3 NEW LANDSCAPE PLAN

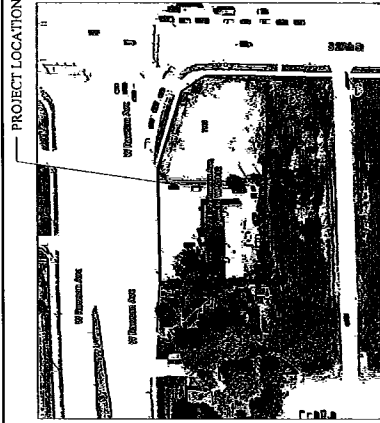


503 West Lincoln Avenue
 Milwaukee, Wisconsin 53207
 Phone - (414) 384-2996
 Fax - (414) 384-3904

SYMBOLS



SITE LOCATION



Building Information

LOT AREA FOR 2735 W RAWSON AVE 20,568 SQ FT
 LOT AREA FOR 7103 S 27TH ST 16,440 SQ FT
 TOTAL AREA 37,008 SQ FT

CONTRACTOR TO FIELD VERIFY EXISTING DIMENSIONS AND PROPOSED CONSTRUCTION DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH ALTERATIONS AND NEW SCOPE OF WORK.

Proposed New Site Development

AT: 2735 W. Rawson Ave &
 7103 S. 27Th St.
 Franklin, WI 53132

DATE: October 20, 2021
 BMR PROJECT NO.: 2021-31

PROJECT INFORMATION

PROJECT OWNER: Dr. Dhilon Sama Investments Inc., 4880 S. Provenca Dr., New Berlin, WI 53146, 414-350-0887

PROJECT ADDRESS: 2735 W Rawson Ave & 7103 S 27Th St., Franklin, WI

PRINCIPAL IN CHARGE: Luis Barbosa Perchus

PROJECT ARCHITECT: Raul Artega

General Notes

1. Building information is provided for informational purposes only. The architect is not responsible for the accuracy of the information. The architect is not responsible for the accuracy of the information. The architect is not responsible for the accuracy of the information.

PROJECT
 Proposed New Site
 At
 Development
 2735 W Rawson
 Avenue &
 7103 S 27th St
 Franklin WI
 53132

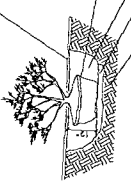
PROJECT NO 2021-31
DATE 10/20/2021

LANDSCAPE PLANTING SCHEDULE

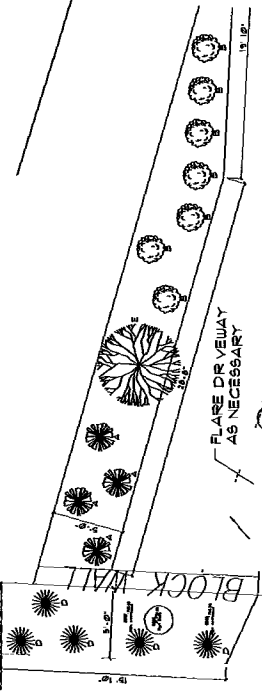
SYMBOL	QTY	BOTANIC NAME	COMMON NAME	SIZE
A	16	STRONGA PETERI	DWARF KOREAN LILAC	3/4"
B	22	HYDRANGEA PANDICULATA JANE	LITTLE LITE HYDRANGEA	3/4"
C	38	ROSA RUSSIA	BEACH ROSE	3/4"
D	5	EUCYTHUS ALATUS	L TILE FLOERB	3/4"
E	17	GINSGO BILOBA MALE	BURNING BUSH	3/4"

NOTE: DO NOT PLANT MALE GINSGO TREES

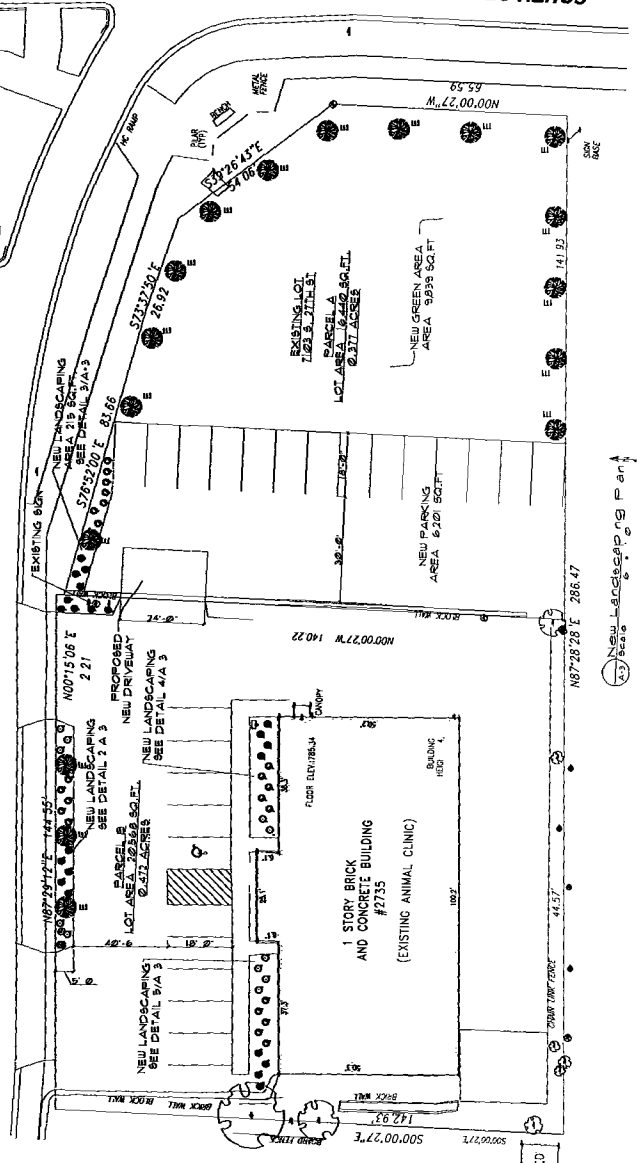
- NOTES:**
- 1. SCHEDULED PLANTING
 - DO NOT PLANT EVERGREENS EXCEPT TO REMOVE DEAD OR BROKEN BRANCHES
 - 2. PLANTING TO BE DONE IN SPRING
 - 3. RETAINING NORMAL PLANT BARRIERS
 - 4. SET ROOT COLLAR AT FINISH GRADE
 - 5. REMOVE SOD FROM TOP 1/2 OF HILL OR ON CONT PLANTS REMOVE SOD PLANTING FUTURE AS SCHEDULED
 - 6. SCHEDULE TO 4" DRAIN AND RECOMPACT
 - 7. MOUNTED BARK



LANDSCAPE DESIGN



WEST RAWSON AVE (CTH "BB")



REVISIONS

NO.	DESCRIPTION

CHECKED BY L.B.
DRAWN BY R.A.
SCALE as noted
SHEET NO A-3
SHEET TITLE

New Landscaping Part 1

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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;">11/16/21</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 FOR A YOUTH BASEBALL CLUB INDOOR TRAINING FACILITY USE UPON PROPERTY LOCATED AT 11311 WEST FOREST HOME AVENUE, UNIT 1 (MUSKEGO WARRIORS YOUTH BASEBALL, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.12.</p>

At the November 4, 2021, regular meeting, the Plan Commission carried a motion to recommend approval of this special use resolution for a youth baseball club indoor training facility, under the Standard Industrial Classification (SIC) Title 7997 "Membership sports & recreation clubs". The vote was 4-0-2.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2021-_____, imposing conditions and restrictions for the approval of a special use for a youth baseball club indoor training facility use upon property located at 11311 West Forest Home Avenue, Unit 1(Muskego Warriors Youth Baseball, Inc., applicant)



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.1

Meeting of November 4, 2021

Special Use

RECOMMENDATION: City Development staff recommends approval of this Special Use permit request by Muskego Warriors Youth Baseball, Inc. for an indoor baseball club (SIC No. 7997) to be located at 11311 W. Forest Home Avenue, Unit 1.

Table with 2 columns: Field Name and Value. Fields include Project Name, Project Address, Property Owner, Applicant, Zoning, Use of Surrounding Properties, Applicant Action Requested, and Staff.

INTRODUCTION:

Special Use request to allow for an indoor baseball club in a multi-tenant building located in the M-1 Limited Industrial zoning building. Baseball training facilities are classified as "Membership sports & recreation clubs" under Standard Industrial Classification (SIC) Title No. 7997, which requires a special use permit in the M-1 zoning district.

The proposed indoor training facility would have batting cages, pitching mounds and other baseball equipment. The typical occupants would be 2-3 coaches/trainers and 10-15 youth athletes from 8 to 16 years old. The proposed hours of operation are Monday through Friday from 5 p.m. to 10 p.m. and weekends from 12 p.m. (noon) to 6 p.m. According to the applicant, the parking demand for this facility is 2-4 parking spaces.

The applicant would lease Unit 1 with a floor area of 10,952 square feet. The proposed improvements are only interior work consisting in the addition of restrooms, the estimated improvement cost is \$20,000.

PROJECT DESCRIPTION AND ANALYSIS:

The proposed location for Muskego Warriors Youth Baseball in Franklin at 11311 W. Forest Home Avenue (Unit 1) falls within the M-1 Limited Industrial district. Baseball training facilities may be

allowed by Special Use permit in the M-1 district and are classified under the Standard Industrial Classification (SIC) No. 7997:

7997 Membership sports & recreation clubs

Sports and recreation clubs which are restricted to use by members and their guests Country, golf, tennis, yacht, and amateur sports and recreation clubs are included in this industry

Muskego Warriors Youth Baseball, Inc. has submitted a substantially complete application for a special use permit, allowing for Section § 15-3.0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. City Development staff does not anticipate adverse impacts to adjacent properties because the training activities would be conducted inside the building and the parking demand estimated by the applicant is up to 4 stalls.

UDO Section § 15-3.0703 Detailed Standards for Special Uses in Nonresidential Districts does NOT apply to this project, as the proposed special use not one of the specified special uses in this section.

On October 12, Muskego Warriors Youth Baseball, Inc. applied for a zoning compliance permit to allow for temporary storage of netting and baseball equipment while the Special Use application is being reviewed. The City Development Department issued zoning compliance permit PZC21-0063 for indoor storage only (SIC 4225).

STAFF RECOMMENDATION:

The Department of City Development staff recommends approval of this application for Special Use.

As the applicant is not proposing exterior modifications to the property, a Site Plan amendment is not required at this time.

RESOLUTION NO. 2021-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A YOUTH BASEBALL
CLUB INDOOR TRAINING FACILITY USE UPON PROPERTY LOCATED
AT 11311 WEST FOREST HOME AVENUE, UNIT 1
(MUSKEGO WARRIORS YOUTH BASEBALL, INC., APPLICANT)

WHEREAS, Muskego Warriors Youth Baseball, Inc., having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7997 "Membership sports & recreation clubs", to operate a Muskego Warriors youth baseball club indoor training facility including batting cages, pitching mounds and other baseball equipment (typical occupants would be 2-3 coaches/trainers and 10-15 youth athletes, from age 8 to 16 years old) with proposed hours of operation Monday through Friday, from 5:00 p.m. to 10:00 p.m. and weekends, from 12:00 p.m. to 6:00 p.m. (parking demand for this facility is 2-4 parking spaces and interior improvements consist of the addition of restrooms) in Unit 1 (10,952 square feet) of the multi-tenant building located at 11311 West Forest Home Avenue, bearing Tax Key No. 748-9994-003, more particularly described as follows:

All of Outlot A of Block 1; all of Lot 9 and 10 of Block 2; and vacated 112th Street of the North Cape Industrial Park, and part of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, more fully described as follows: Beginning at the Northeast corner of Lot 9, Block 2 of the North Cape Industrial Park as platted; thence South 00 degrees 24'00" East, along the Easterly line of said North Cape Industrial Park and Westerly line of Block 8, North Cape Estate Addition and as extended, 598.15 feet to a point being on the North line of the Southerly 50 acres of said 1/4 Section; thence North 88 degrees 37'56" West, along said North line, 1035.79 feet to a point on the Easterly right-of-way line of West Forest Home Avenue; thence North 16 degrees 39'13" East, along said Easterly right-of-way line, 582.97 feet to a point being at the Southwesterly corner of the North Cape Industrial park as platted; thence South 87 degrees 19'58" East, along said Southerly plat line, 453.13 feet to a point being at the Northeast corner of Outlot A of said Block 1, said point being on the Westerly right-of-way line of South 112th Street; thence South 89 degrees 31'52" East, 60.15 feet to a point on the Easterly right-of-way line of South 112th Street, said point being at the Northwest corner of the South 1/2 of said Lot 9, Block 2; thence North 5 degrees 44'29" East, along the Easterly right-of-way line of South 112th Street, 47.10 feet to the Northeast corner of Lot 9, Block 2, as platted; thence South 88 degrees 30'10" East, along the North line of said Lot 9, 346.90 feet to the place of beginning. Said land being in the City of Franklin, County of Milwaukee,

MUSKEGO WARRIORS YOUTH BASEBALL, INC. – SPECIAL USE
RESOLUTION NO. 2021-_____

Page 2

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 4th day of November, 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 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 Muskego Warriors Youth Baseball, Inc., 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 Muskego Warriors Youth Baseball, Inc., successors and assigns, as an indoor training facility use, which shall be developed in substantial compliance with, and operated and maintained by Muskego Warriors Youth Baseball, Inc., pursuant to those plans City file-stamped September 3, 2021 and annexed hereto and incorporated herein as Exhibit A.
2. Muskego Warriors Youth Baseball, Inc., 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 Muskego Warriors Youth Baseball, Inc. indoor training facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

MUSKEGO WARRIORS YOUTH BASEBALL, INC. – SPECIAL USE
RESOLUTION NO. 2021-_____

Page 3

3. The approval granted hereunder is conditional upon Muskego Warriors Youth Baseball, Inc. and the indoor training facility use for the property located at 11311 West Forest Home Avenue, Unit 1: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. All signage shall comply with the requirements of Chapter 210 of the Municipal Code and must receive a Sign Permit from the City Development Department prior to installation.

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

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

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

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

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

MUSKEGO WARRIORS YOUTH BASEBALL, INC. – SPECIAL USE
RESOLUTION NO. 2021-_____

Page 4

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 _____

11311 W. Forest Home Ave.
TKN: 748 0058 000



Planning Department
(414) 425-4024

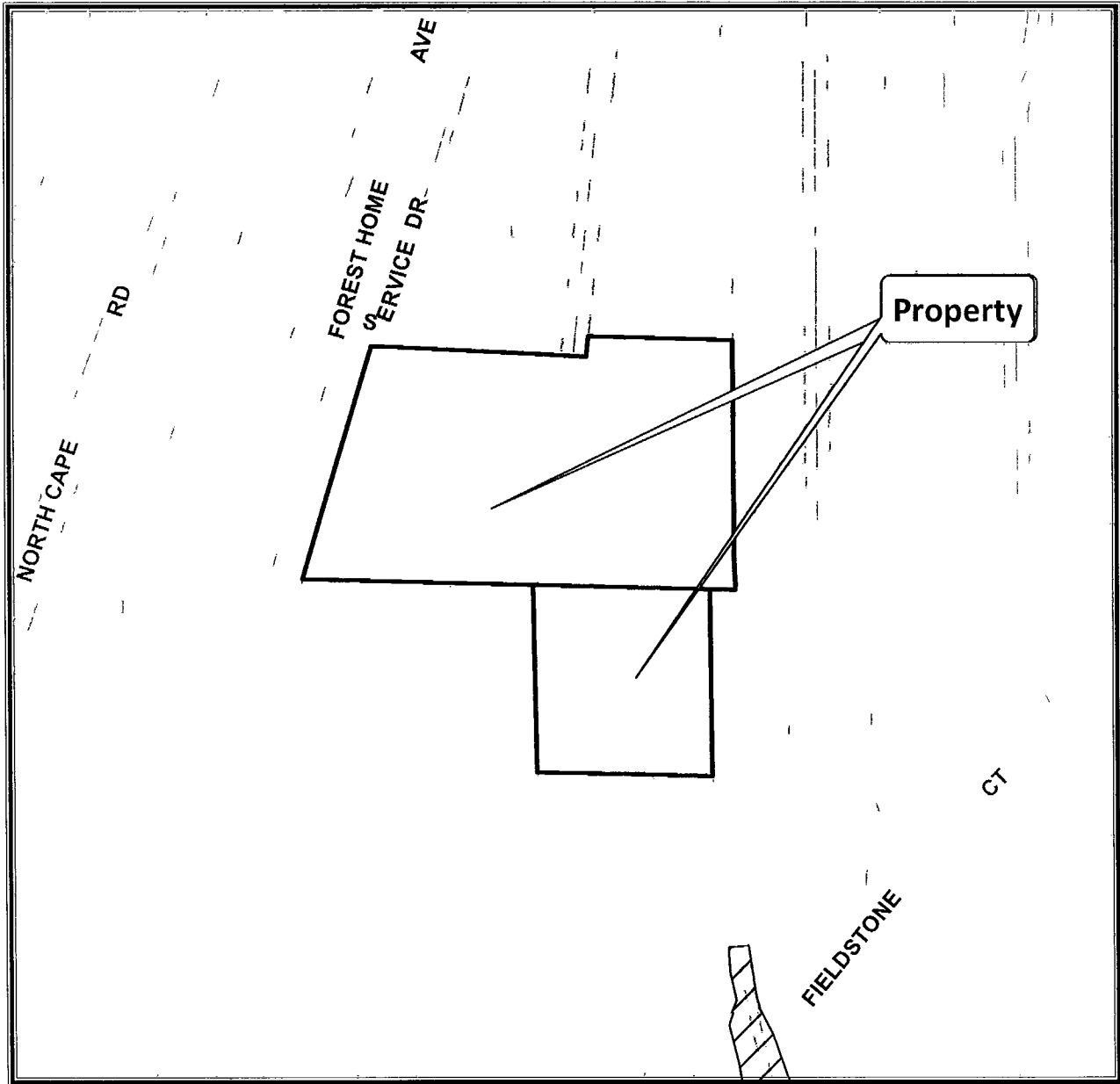
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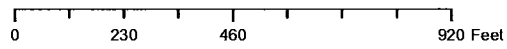
2021 Aerial Photo

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

11311 W. Forest Home Ave.
TKN: 748 0058 000



Planning Department
(414) 425-4024



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



City of Franklin
Department of City Development

Date: October 5, 2021

To: Greg Schaal

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

RE: Special Use – Muskego Warriors Youth Baseball, Inc.
11311 W. Forest Home Avenue, Unit 1

Please be advised that City Staff has reviewed this Special Use permit application for Muskego Warriors Youth Baseball, Inc. at 11311 W. Forest Home Avenue, Unit 1. The application was received and filed on September 3, 2021.

Baseball training facilities are classified as “Membership sports & recreation clubs” under Standard Industrial Classification (SIC) Title No. 7997, which requires a special use permit in the M-1 Limited Industrial zoning district. Staff comments are as follows:

Department of City Development

- Any future signage requires a separate approval.
- For information about required building permits, please contact the Inspection Services Department.

Inspection Services Department

- Interior tenant space shall be designed and constructed in accordance with the Wisconsin Commercial Building Code. A Building Permit will be required. Other permits, HVAC and electrical, may be required. A Building Permit has already been issued for the new toilet rooms.

Engineering Department

- No comments.

Police Department

- The PD has no comment regarding this request.



Planning Department

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

Zoning Compliance Permit

PERMIT #: PZC21-0063

APPLICATION DATE: 10/12/2021

ISSUED: 10/12/2021

BUSINESS NAME:	APPLICANT:	PERMIT NAME OWNER:
Muskego Warriors Youth Baseball	FHCC, LLC 8575 W FOREST HOME AVE # 160 Greenfield WI 53228	FHCC, LLC 8575 W FOREST HOME AVE # 160 Greenfield WI 53228

Use/Operation: Indoor storage
SIC Code No.: 4225

The Planning Department finds that the proposed use for the property located at
11311 W FOREST HOME AVE UNIT 1
in the M-1 District

is a permitted use pursuant to Section 15-3.0603 of the City of Franklin Unified Development Ordinance (UDO).

Pursuant to Section 15-9.0102(D) a Zoning Compliance Permit automatically expires if the business/use for which the zoning compliance permit is issued has not taken occupancy of the premises within six (6) months of the date this Zoning Compliance Permit is issued. Thus, the premises must be occupied by 4 / 12/ 2022.

PLANNING & ZONING DEPT. REVIEW: Status: Completed

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

***** NOTE *****

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

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

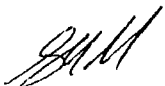
Staff Comments/Conditions of Approval:

According to the Unified Development Ordinance (UDO), the described work is a permitted use in the M-1 District and a permitted use according to the Zoning District under SIC Code No. 4225.

The Planning Staff has the following conditions of approval for FHCC, LLC:

This zoning compliance permit is only approving indoor storage use (SIC 4225) for Muskego Warriors Youth Baseball, Inc. Indoor baseball (SIC 7997) requires a Special Use permit, which separate application is currently under review. Conditions of approval listed below:

1. Outdoor storage is not permitted on site.
2. All signage must be approved by the City Development Department.
3. This zoning compliance approval is contingent on the applicant receiving all applicable permits throughout the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Clerk's Office, Health Department, and a Building/Occupancy permits approved by the Inspection Services Department.
4. If at any point the use, business name, or site plan at this address changes, it will require a new zoning compliance permits and/or other City of Franklin approvals.

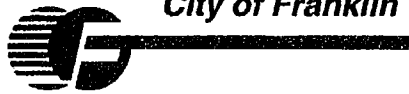


Régulo Martínez-Montilva

10/12/2021

Date

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



City of Franklin

Franklin Phone (414) 425 4024
 Fax (414) 427-7691
 Website www.franklinwi.gov

SEP 03 2021

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

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

Date of Application: _____
 City Development

Applicant (Full Legal Name[s]) Name <u>Muskego Warriors Youth Baseball Inc.</u> Company _____ Mailing Address <u>P O Box 131</u> City / State <u>Muskego, WI</u> Zip <u>53150</u> Phone <u>414-491-6161</u> Email Address <u>gschaalinc@yahoo.com</u>	Applicant is Represented by: (contact person)(Full Legal Name[s]) Name <u>Greg Schaal</u> Company _____ Mailing Address <u>S77 W16852 Bridgeport Cir</u> City / State <u>Muskego, WI</u> Zip <u>53150</u> Phone <u>414-491-6161</u> Email Address <u>gschaalinc@yahoo.com</u>
Project Property Information: Property Address <u>11311 W Forest Home Ave</u> Property Owner(s) <u>FHCC, LLC</u> Mailing Address <u>8575 W Forest Home Ave #160</u> City / State <u>Greenfield, WI</u> Zip <u>53228</u> Email Address: <u>alicia@ener-con.com</u>	Tax Key Nos <u>748-9994-003</u> Existing Zoning <u>G2</u> Existing Use <u>Warehouse & Office</u> Proposed Use _____ Future Land Use Identification _____

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

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin
 - \$1500, New Special Use over 4,000 square feet
 - \$1000 Special Use Amendment
 - \$750, New Special Use under 4,000 square feet
- Legal Description for the subject property (WORD doc or compatible format)
- One copy of a response to the General Standards, Special Standards (if applicable), and Considerations found in Section 15 3 0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov
- Seven (7) complete collated sets of Application materials to include.
 - One (1) original and six (6) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available.
 - Three (3) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package (The submittal should include only those plans/items as set forth in Section 17 7 0101, 15 7 0301 and 15 5 0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc))
 - Four (4) folded reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package.
- One colored copy (11"x17") of the building elevations, if applicable
- Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4 0102 & 15-7 0201 of the UDO)
- Email (or CD ROM) with all plans/submittal materials Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

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

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

[Signature]
 Signature Property Owner
 Michael Dilworth, Member
 Name & Title (PRINT) _____
 Date 08/05/2021

[Signature]
 Signature Applicant
 Greg Schaal
 Name & Title (PRINT) _____
 Date 08/01/2021

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

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

Description of Proposed Use:

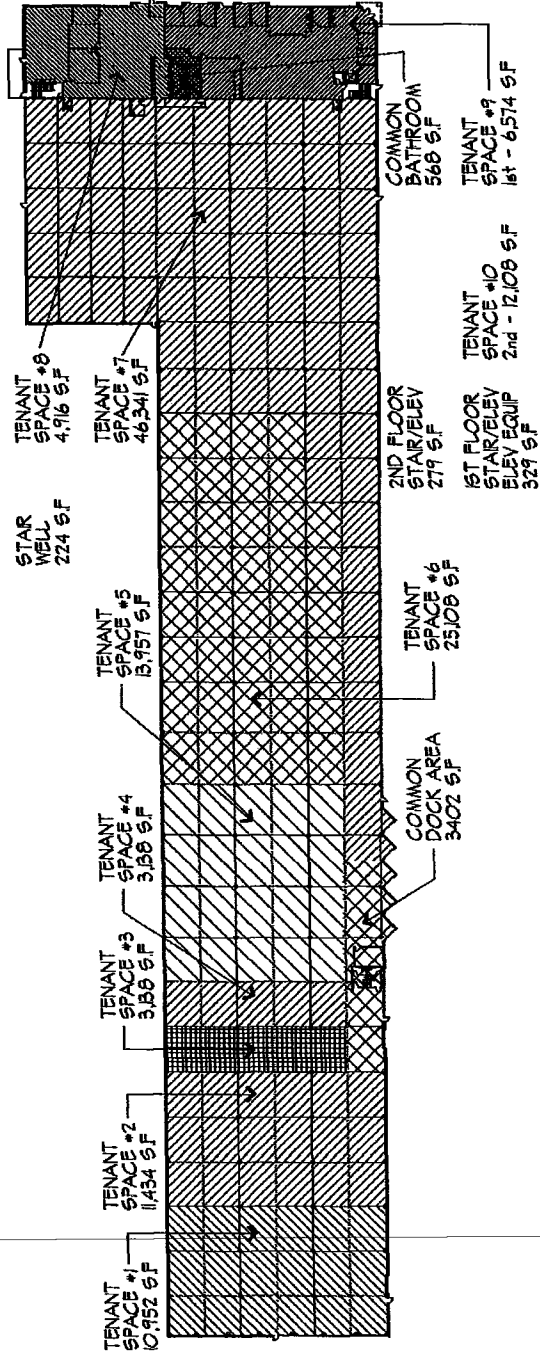
Muskego Warrior Youth Baseball is a non-profit organization that has been working with area youth baseball players for over 20 years. Teams range in age from 8 to 16 years old and participate in local league play along with tournaments throughout the Midwest. Instruction is given on a weekly basis by volunteer coaches along with some paid professional coaches.

The space will be fitted with netting that keeps the baseballs within the leased space and avoids damaging the building or building systems. We will use the leased space for pitching, hitting and fielding instruction. Primary times of operation are Monday through Friday 5 p.m. to 10 p.m. and weekends from noon until around 6 p.m., with around 2-4 parking spaces being utilized at those times. We do use the space during other times but those are our main hours of operation

Legal Description – 11311 W Forest Home Ave

Parcel I:

All of Outlot A of Block 1, all of Lot 9 and 10 of Block 2; and vacated 112th Street of the North Cape Industrial Park, and part of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, more fully described as follows: Beginning at the Northeast corner of Lot 9, Block 2 of the North Cape Industrial Park as platted, thence South 00 degrees 24'00" East, along the Easterly line of said North Cape Industrial Park and Westerly line of Block 8, North Cape Estate Addition and as extended, 598 15 feet to a point being on the North line of the Southerly 50 acres of said 1/4 Section; thence North 88 degrees 37'56" West, along said North line, 1035.79 feet to a point on the Easterly right of way line of West Forest Home Avenue; thence North 16 degrees 39' 13" East, along said Easterly right of way line, 582 97 feet to a point being at the Southwesterly corner of the North Cape Industrial park as platted; thence South 87 degrees 19'58" East, along said Southerly plat line, 453.13 feet to a point being at the Northeast corner of Outlot A of said Block 1, said point being on the Westerly right of way line of South 112th Street; thence South 89 degrees 31'52" East, 60 15 feet to a point on the Easterly right of way line of South 112th Street, said point being at the Northwest corner of the South ½ of said Lot 9, Block 2, thence North 5 degrees 44' 29" East, along the Easterly right of way line of South 112th Street, 47.10 feet to the Northeast corner of Lot 9, Block 2, as platted, thence South 88 degrees 30'10" East, along the North line of said Lot 9, 346 90 feet to the place of beginning Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 16, 2021
Reports & Recommendations	PUBLIC POLICY 2-2021 ADOPT-A-ROAD POLICY FOR FRANKLIN ROADS	ITEM NO. G.13.

BACKGROUND

This past year, a Franklin High School organization made a request to volunteer and adopt some Franklin roadways to occasionally provide cleanup events.

ANALYSIS

Staff investigated the Wisconsin Department of Transportation and the City of Mequon adopt-a-road programs for examples. In addition, Staff contacted the City's legal staff and insurance carrier for comments and suggestions. The attached forms are a result of that research.

The Board of Public Works discussed this issue at two meetings and on November 9, 2021, they recommended to the Common Council that the attached public policy be adopted.

OPTIONS

Accept, Reject, or Accept with modifications.

FISCAL NOTE

Staff estimates about \$400 of signage is needed for each segment of road that is adopted. If "minimal" organizations volunteer to adopt roadway segments, then the cost of signage may be absorbed in the existing DPW operating budget. If "several" organizations volunteer to adopt roadway segments, then an additional appropriation will need to be discussed with Common Council.

RECOMMENDATION

Motion to direct Staff to implement Public Policy 2-2021, an Adopt-A-Road Policy for Franklin roads.

Engineering Department: GEM



ADOPT-A-ROAD POLICY FOR FRANKLIN ROADS

1.00 **POLICY PURPOSE**

This Policy provides a method so that volunteers may assist the City of Franklin in keeping roads free of litter and debris.

2.00 **ORGANIZATIONS AND PERSONS AFFECTED**

Almost any group or individual may volunteer to pick up litter along designated segments of Franklin roads. All participants must be at least 11-years of age, or in 6th grade. Partisan political groups are not permitted to participate. The full criteria for eligible participants are to be posted on the program's Hold-Harmless Agreement.

3.00 **REFERENCES**

None.

4.00 **DEFINITIONS**

Group: Any organized/unorganized, related/unrelated, collective group of individuals who collectively wants to participate as volunteers to clean up a segment of the Franklin roadway system.

5.00 **POLICY SPECIFICS – Procedure**

5.01 Eligible Participants.

- 1) All participants must be at least 11-years of age, or in 6th grade.
- 2) Partisan political groups (groups of people with common political opinions and purposes organized for gaining political influence, governmental control and for directing government policies) shall not be permitted to participate.
- 3) All participants shall abide by all program terms and conditions found on the program's Hold-Harmless Agreement.

5.02 Policy Process.

- 1) City shall make all forms available on the City website or may pick up forms from the City Engineering office during normal working hours.
- 2) A group or individual must request to participate by submitting an Application/Permit Form to the City Engineering office

- 3) City Staff will review the Application/Permit Form with the supporting documentation for completeness and compliance with the program.
 - 4) Upon confirmation of a complete Application/Permit Form, City Staff will assign a roadway segment to the Group.
 - 5) All participants of the Group must sign and comply with the Hold Harmless Clause and Waiver in the Hold Harmless Agreement.
 - 6) Each participant must provide verification of health insurance and attach to the Hold Harmless Agreement.
 - 7) The Group is responsible for all safety precautions. The City does not loan safety equipment nor make accommodations to facilitate clean-ups.
 - 8) The Group shall submit a Work Plan prior to each clean-up and a Clean Up Report after each clean-up. The Group will place a phone call to DPW as to where the full trash bags are located.
 - 9) DPW will retrieve the full trash bags during normal work hours.
 - 10) After two successful clean-ups, DPW will post Adopt-A-Road signs with name placards on each end of the adopted road segments.
 - 11) Failure to complete a minimum of two clean-ups per year will void the group's participation in the program.
 - 12) A group may also make notification on a Notice of Abandonment Form that activities are ceased.
- 5.03 Policy Modifications.
- 1) City Staff may make inconsequential edits to policy forms as needed.
 - 2) The City Board of Public Works may consider consequential alterations to this Policy and adjust as needed.
 - 3) The City Common Council may consider significant changes or cancellation of this Policy as needed.

6.00 POLICY SPECIFICS – Financial Responsibilities

6.01 Funding

- 1) No additional fees are charged to a group or volunteer who participates in this program.
- 2) Any additional costs to budgets will be considered by the Common Council

**CITY OF FRANKLIN, WISCONSIN
ADOPT-A-ROADWAY
APPLICATION/PERMIT**



Please complete this form and submit it to the:

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

Does your group wish installation of a sponsorship sign? Yes [] No []

If Yes - Group Name as it should appear on the sign (3 lines with 12 space maximum on each)

NOTE Sign installation for new groups will occur only after the group performs a minimum of two clean-ups.

Group Name	
Mailing Address	(Area Code) Telephone Number- Daytime
City, State, Zip Code	(Area Code) Telephone Number- Evening
Contact Person Name (First, Mi, Last)	
Contact Email Address	
Mailing Address	Approximate # Of People Participating in Each Cleanup
City, State, Zip Code	# Of Times Your Group Plans to Pick Up Litter This Year (Min 2 Times)

Enter the roadway section you want to adopt. Please check the map on the city website to confirm that your segment is available prior to submitting this application

ROADWAY NAME	FROM	TO

By signature below, the Group acknowledges the hazardous nature of the work and agrees to the terms and conditions stated on the page attached to this form. The Group understands there are no fees for participating in the program. This permit is valid until such time the Group notifies the City of abandonment of their segment.

Signature of Authorized Group Representative
Must be 18 years or older

Date (m/d/yyyy)

Title

Do Not Write Below This Line

PERMIT APPROVAL The City approves this permit for the Group to participate in the Adopt-A-Roadway Program for the section identified above. The Group accepts the responsibility of picking up litter on this section of roadway. The City reserves the right to modify or cancel this permit at any time. Please notify the Adopt-A-Roadway Coordinator with any group information change.

Signature/Title

Date

**CITY OF FRANKLIN, WISCONSIN
ADOPT-A-ROADWAY
HOLD HARMLESS AGREEMENT**



CITY OF FRANKLIN ADOPT-A-ROADWAY HOLD HARMLESS AGREEMENT

HOLD HARMLESS CLAUSE By signing on the reverse side of this Agreement, the permittee, all its volunteers, or where volunteer is a minor, his/her parent or guardian shall and do hereby indemnify, defend, save and hold harmless the City of Franklin and its officers, employees and agents from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including attorney fees and litigation and/or arbitration expenses, which may be brought or made against or incurred by the City on account of loss of or damage to any property or for injuries or death of any person caused by, arising out of, or contributed to, in whole or in part by reasons of any act, omission, fault, mistake, or negligence of permittee, its employees, agents or representatives, or contractors or subcontractors, their employees, agents, or representatives, or volunteers, in connection with or incident to the performance of this event. Permittee's and volunteers' obligations under this provision shall not extend to any liability caused by the sole negligence of the City or its employees

WAIVER The permittee, all volunteers, or where volunteer is a minor, his/her parent or guardian hereby waive the right to any claim for any damages or injury of any kind or death accruing to the permittee or to any volunteer or their property arising out of or as a result of the use of this permit except said waiver does not extend to any such claim which is caused by the sole negligence of the City or its officers and employees

ADOPT-A-ROADWAY PROGRAM TERMS AND CONDITIONS

- 1 The Group and its members are to be considered as volunteers and not as officers, employees, or agents to the City of Franklin Any injuries, claims, liabilities, suits or costs arising from Group or Group members' activities relating to this permit shall be the sole responsibility of the Group or its individual members
- 2 The Group agrees to indemnify and hold harmless the City of Franklin from any injury, cost, suit, liability or award arising from the issuance or exercise of this permit, or because of any adverse effect upon any person or property attributed to the works of the Group
- 3 Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the City for special conditions that may exist on a particular adopted section
- 4 The Group agrees to abide by terms and conditions set forth in a Work Plan Form The Group agrees to submit a completed work plan and Application before approval to begin The City will then complete and return the approved work plan to the address provided
- 5 The Group shall pick up litter a minimum of twice a year between April 1 and November 1 The Group shall not work beyond its section limits
- 6 The Group shall not pick up litter on medians, bridges, in tunnels, on overpasses or around other structures that would pose a danger
- 7 The Group shall supply one adult supervisor for every 5 to 6 workers
- 8 Each participant shall have reviewed the Wisconsin Department of Transportation Adopt-A-Highway Safety Training Video prior to participate A link to this video is available on the city website The Group leader shall review the safety rules with all participants before proceeding to the highway segment.
- 9 All participants shall be at least 11 years of age or in 6th grade No other persons shall be present at worksite
- 10 The Group shall work only during daylight hours and in good weather
- 11 Traffic safety signs shall be displayed properly during litter pickup Groups shall work on only one side of the road at a time.
- 12 All participants shall provide verification of health insurance A copy of verifications shall be attached to the Hold Harmless Agreement
- 13 All participants shall wear safety vests
- 14 When the Group encounters closed containers or items suspected to be hazardous, these items shall not be touched Items of serious concern should be noted on the group's cleanup report
- 15 The Group shall place filled trash bags at the designated pickup site and shall recycle trash as required by the City
- 16 The Group shall provide all supplies, including safety vests, warning signs, and the Group shall provide minimum 30-gallon trash bags with adequate construction to not easily tear and rip
- 17 The Group shall not collect litter during the following holiday periods, Memorial Day extended weekend, July 3–5 and Labor Day extended weekend
- 18 Within 24 hours of a collection, the Group shall email or mail the completed Clean-Up Report Form to the City Engineering Department.
- 19 Within 12 hours of a collection, the Group shall call the Department of Public Works and leave a message for location of collected garbage
- 20 The Group shall plan for off-road parking or shuttle bus type of travel to the worksite All vehicles at the pickup site shall be parked at least 3 feet from the pavement when parking on the highway
- 21 The Group may keep any recyclable materials
- 22 Partisan political groups (groups of people with common political opinions and purposes organized for gaining political influence, governmental control and for directing government policies) shall not be permitted to participate
- 23 The Group shall notify the City of abandonment of their segment This permit is valid until such time the Group notifies the City of abandonment

**CITY OF FRANKLIN, WISCONSIN
ADOPT-A-ROADWAY
WORK PLAN**



This work plan is to assure a safe clean-up of the roadway segment that you have adopted. All rules in the Terms and Conditions in the Adopt-A-Roadway Application/Permit are to be followed except as modified below.

General Conditions

- 1 All participants must be included on the Hold Harmless Agreement. No other persons shall be at the clean-up site.
- 2 No more than 20 participants per sponsored site shall be allowed to do clean-up at the same time.
- 3 Participants shall not cross any lanes of traffic or work on any median between opposing lanes of traffic.
- 4 The group leader shall report any accidents or other safety problems that occur while the group is cleaning its segment on the clean-up report.
- 5 **In case of emergency, always call 9-1-1.**

Please provide the following information:

- 1 Roadway _____ From _____ To _____
- 2 Group Name _____
- 3 Group Leader Information - Name _____
Phone Number _____
email _____
- 4 Expected clean-up start date _____ end date _____
- 5 Contact phone number on clean-up site during clean-up _____
- 6 Location of bagged litter for public works pick-up _____

By signature below, the Group agrees to the work plan above.

Please email your signed work plan to the Franklin Engineering Department kbaker@franklinwi.gov or delivered to 9229 W Loomis Road, Franklin, WI 53132.

Signature of Authorized Group Representative
Must be 18 years or older

Date (mm/dd/yyyy)

Title

Signature/Title

Date

**CITY OF FRANKLIN, WISCONSIN
ADOPT-A-ROADWAY
CLEAN UP REPORT**



Please complete this report and submit it to the City of Franklin. We prefer that you send your completed report via email (kbaker@franklinwi.gov). You may also submit it to the City of Franklin Engineering Department at 9229 W Loomis Road, Franklin, WI 53132.

Cleanup Date			
Contact Person Name (First, MI, Last)			
Contact Email Address			
Roadway Segment Clean Up Location			
# of Participants	Estimate Hours for Clean Up	# of Bags with Trash	# of Bags with Recyclable Materials

IN CASE OF EMERGENCY, CALL 9-1-1

City of Franklin Police Department Non-Emergency Telephone 414-425-2522

City of Franklin Department of Public Works 414-425-2592

Call and leave a message on location of Trash Bags to be Picked Up

In the space below please provide any recommendations or suggestions for improving the Adopt-A-Roadway program

THANK YOU!

**CITY OF FRANKLIN, WISCONSIN
ADOPT-A-ROADWAY
NOTICE OF ABANDONMENT**



Within thirty (30) days from your groups' decision to abandon activities, please complete this form and submit it to the City Engineering Department at 9229 W Loomis Road, Franklin, WI 53132

Group Name	
Mailing Address	(Area Code) Telephone Number- Daytime
City, State, Zip Code	(Area Code) Telephone Number- Evening
Contact Person Name (First, Mi, Last)	
Abandonment Date (dd/mm/yyyy)	

Enter the roadway section you want to abandon

ROADWAY NAME	FROM	TO

By signature below, the Group representative hereby notifies the City that the Group has ceased activities and wishes to abandon this segment of highway enrolled in the Adopt-A-Roadway Program Upon completion of form, *Notice of Abandonment*, the Group further acknowledges the City will remove all signage for their Group and that the segment will immediately be available for adoption by others

Signature of Authorized Group Representative
Must be 18 years or older

Date (mm/dd/yyyy)

Title

Do Not Write Below This Line

The City acknowledges the permitted group wishes to cease Adopt-A-Roadway activities along the segment of roadway identified above The City has hereby revoked the Adopt-A-Roadway permit for the segment identified above Roadside Adopt-A-Roadway signs shall be removed

Signature/Title

Date

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 16, 2021
Reports & Recommendations	PUBLIC POLICY 1-2021 WALK-UP POLICY FOR GARBAGE/RECYCLING CARTS	ITEM NO. G.14.

BACKGROUND

Each year, a handful of residents seek assistance to get garbage and refuse containers to/from the curb. Currently, there are no provisions to allow this.

ANALYSIS

Staff has discussed a need to assist residents with the City’s contractor for garbage / refuse service, Johns Disposal Service. Johns noted most communities do provide this service but, in Johns’ experience, this is a service that is easily abused by homes that really do not need this service. Johns is willing to add this service at no-cost to their current contract provided that it is indeed a limited number of homes that are allowed to have this service.

The Board of Public Works discussed this issue at two meetings and on November 9, 2021, they recommended to the Common Council that the attached public policy be adopted.

Note “5 03 2) *City shall not advertise the policy on the website, newsletters, fliers, etc Aldermen, staff, and others may direct eligible constituents to the Office of the City Engineer for application* ”

OPTIONS

Accept, Reject, or Accept with modifications.

FISCAL NOTE

If “minimal” homes use this service, no impacts to the budget is needed. If “many” homes use this service and causes increased times for the garbage/refuse routes to be completed, then Johns has reserved the right to ask the City to consider the additional expense and adjust rates accordingly. Note 6 01 2) *Any additional fees charged by the City’s solid waste and garbage disposal contractor shall be paid for from the Solid Waste Fund and considered in setting rates to all properties.*

RECOMMENDATION

Motion to direct Staff to implement Public Policy 1-2021, a walk-up policy for garbage/recycling carts.

Engineering Department: GEM



WALK-UP POLICY FOR GARBAGE/RECYCLING CARTS

1.00 **POLICY PURPOSE**

This Policy aides in assisting residents who have a physical condition or medical problem that would present an unnecessary hardship to move garbage/refuse container and recycling carts from the home to the curb.

2.00 **ORGANIZATIONS AND PERSONS AFFECTED**

Any Franklin property served by the City's solid waste and garbage disposal program where there are no residents able to move garbage and recycling carts from the home to the curb.

3.00 **REFERENCES**

Franklin Municipal Code:

Chapter 218 Solid Waste

§ 4 Solid waste storage.

G. "The owner and/or occupant of any premises shall be responsible for placing his or her garbage and refuse container at the curbside not more than 12 hours before the day his or her garbage or refuse is to be picked up. After pickup of garbage and refuse, the container must be removed from the street site by the owner or occupant of the premises on the same day that pickup occurred..."

4.00 **DEFINITIONS**

Walk-up service: A resident may leave a garbage/refuse/recycling cart(s) outside the home on collection day and the driver will retrieve and return the containers to/from the curbside.

5.00 **POLICY SPECIFICS – Procedure**

5.01 Eligible Residents.

1) Owners or Occupants who are requesting this service must reside in a home where there are no persons living in the home that are able to walk the cart to/from the curb.

5.02 Policy Process.

1) Resident shall request an application form and submit said form to the Office of the City Engineer.

- 2) Application shall include a certification that moving of the provided wheeled garbage and recycling carts would present an unnecessary hardship or is impractical by reason of physical condition or medical problem.
- 3) Certification may either be of a permanent nature or a limited time frame.
- 4) Application shall also be signed by a licensed physician.
- 5) City will notify the contract refuse/recycling provider when a valid application is received and the driver will retrieve and return the cart(s).
- 6) As stipulated in the timeframe of the municipal code when containers must be placed curbside, resident shall ensure that container is outside the home, visible from the curb, and no further than 100-feet from the curb.
- 7) The carts must be visible from the street on the day of service so the driver knows to come and retrieve them.
- 8) Path to/from the curb must be adequately cleared of snow, ice, parked cars, and other obstacles for the driver to access and safely move the carts.
- 9) No more than once a year, City Staff may request residents in the program to provide an updated certification form to remain on the list for walk-up service.
- 10) Failure to provide an updated certification will remove the property from the walk-up service.
- 11) False statements in the certification may place the resident on a permanent ban from walk-up service.

5.03 Policy Notification

- 1) This policy is intended to be a service to residents who truly need assistance. Similar policies in other communities have demonstrated that it is susceptible for widespread abuse by many that should not need this service. Providing this service requires additional time and effort for the drivers and has potential to adversely impact the costs to all residents.
- 2) City shall not advertise the policy on the website, newsletters, fliers, etc. Aldermen, staff, and others may direct eligible constituents to the Office of the City Engineer for application.

5.04 Policy Modifications.

- 1) The City Board of Public Works may consider alterations to this Policy and adjust as needed.

6.00 POLICY SPECIFICS – Financial Responsibilities

6.01 Funding

- 1) No additional fees or charges will be assessed to properties participating in the walk-up program.
- 2) Any additional fees charged by the City's solid waste and garbage disposal contractor shall be paid for from the Solid Waste Fund and considered in setting rates to all properties.

**WALK-UP SERVICE REQUEST FORM
GARBAGE & RECYCLE COLLECTION**



This application is a request for WALK-UP SERVICE for Franklin properties participating in the City's curbside garbage/refuse/recycling program. This service may be requested by a licensed physician on behalf of a patient/resident for whom the moving of provided 48, 65 or 95-gallon wheeled garbage and recycling carts would present an unnecessary hardship or is impractical by reason of physical condition or medical problem.

Office Use Only Date Request Received:		PLEASE PRINT OR TYPE			
PART A: TO BE COMPLETED BY APPLICANT					
Last Name:	First:	MI:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Are you able to wheel carts to the curb for collection? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you the legal property owner? <input type="checkbox"/> Yes <input type="checkbox"/> No		If not, what is the property owner's name?		Property Owner Contact Phone: ()	
Street Address:			Home Phone Number: ()	Mobile Phone Number: ()	
Mailing Address:		City, Town, Village:	State:	ZIP Code:	
I, the undersigned applicant, certify that I am <input type="checkbox"/> permanently OR <input type="checkbox"/> temporarily disabled and unable to wheel my garbage and recycling carts to the curb for collection. I also certify that there is no one in my household, in my employ, or providing in home assistance to me from a third party that is able to get my carts to the curb. I authorize my physician to release any information necessary to verify my disability.					
Applicant's Signature			Date		

PART B: TO BE COMPLETED BY PHYSICIAN				
Physician Name:		Physician Type:		License Number:
Physician Address:		City, Town, Village:	State:	ZIP Code:
Physician Telephone Number: ()	Physician Fax Number: ()		Physician Email:	
Note to Physician: <i>By completing and signing this form, you are indicating that it is harmful or impractical for the patient / applicant named above to use these specifically required 48, 65, or 95-gallon wheeled carts for the collection of garbage and recycling due to his or her physical condition or medical problem.</i>				
Is the applicant your patient?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Physician statement & request for exemption. <i>Describe how use of the wheeled garbage and recycling carts would be harmful or impractical for your patient to use. Include the specific reason you believe Walk-Up Service is necessary.</i>				
This exemption should be:		<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary until (month) (year)		

I certify by my signature that I am a physician licensed to practice medicine in Wisconsin, and that in my judgment the patient named above should be granted Walk-Up Service for Garbage & Recycling as described in this request.

Physician Signature	Date
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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 16, 2021
Reports & Recommendations	A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR AN INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2022-2023 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$11,550	ITEM NO. G.15.

BACKGROUND

In April of 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean. The program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code. The permit requires municipalities to implement an information and education program related to water pollution caused by storm water discharges.

Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program. All other communities within the Root Watershed use Root-Pike WIN to comply with the Information and Education Program requirements in the MS4 program.

ANALYSIS

The attached letter and contract would resume the required education services for the 2022-2023 timeframe. This contract is a 10% increase from the last contract. Per their cover letter *“This increase is due to COVID impacts, inflation, and cost of living adjustments. Root-Pike WIN has worked hard to keep costs contained over the last four years. No increases in the cost of our services and modest salaries were made from 2018 to 2021,”*

Again, these efforts are a REQUIREMENT of Franklin’s stormwater permit. Without participating in a regional effort, Franklin Staff would need to perform these services or find another agency.

Root-Pike WIN needs confirmation of our participation by December 15, 2021.

OPTIONS

- A. Authorize a contract with Root-Pike WIN for the required communications and outreach; or
- B. Provide further direction to staff.

FISCAL NOTE

There is \$12,000 allocated in the recommended 2022 highway budget for this work.

RECOMMENDATIONS

(Option A) Resolution 2021-_____ a resolution authorizing the City to execute a contract for professional services with Root-Pike WIN for an information and education program for meeting the 2022-2023 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$11,550.
Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR AN INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2022-2023 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$11,550

WHEREAS, in 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean; and

WHEREAS, the program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code.; and

WHEREAS, Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program; and

WHEREAS, it benefits the City of Franklin in many ways to work with Root-Pike WIN in this program.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2022-2023 department of natural resources storm water permit requirements for a not to exceed fee of \$11,500.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Restoring, Protecting and Sustaining the Root-Pike Basin

November 1, 2021

Glen Morrow, P.E.
City Engineer – City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: STORMWATER PERMIT REQUIREMENTS FOR COMMUNICATIONS AND OUTREACH

Dear Glen,

The Root-Pike Watershed Initiative Network is once again pleased to offer our *Respect Our Waters* public outreach services to help the City of Franklin meet your DNR stormwater permit requirements. Through the creation of the *Respect Our Waters* program, we have been educating residents of southeastern Wisconsin about stormwater and water quality for more than a decade. Attached you will find a new contract for 2022 and 2023 to continue our cooperative pursuit of cleaner water, less flooding, and a stronger sense of place.

While the DNR requirements, and our services and commitment remain the same, the rates for the two-year agreement have increased 10%. This increase is due to COVID impacts, inflation, and cost of living adjustments. Root-Pike WIN has worked hard to keep costs contained over the last four years. **No increases in the cost of our services and modest salaries were made from 2018 to 2021.** With 20 other municipalities that we serve, Root-Pike WIN looks for every opportunity to make bulk purchases to achieve lower cost per impression for items such as printed mailers and social media posts. We are mission-driven, so we not only do this work at not-for-profit rates, but we do it with a passion for clean water.

In the following pages, you will find a report on the value Root-Pike WIN has provided, ways we meet the DNR's specific requirements, and a slightly revised two-year contract with the adjusted budget. The DNR education and outreach requirements, which remain unchanged, were confirmed with the DNR stormwater specialist, Samantha Katt, on October 21, 2021. **Should you decide NOT to renew your contract with Root-Pike WIN, your municipality will be responsible for meeting these requirements on your own.**

For more than 25 years, we have been part of this community and for that we are thankful. No other 501(c)3 is dedicated to restoring, protecting, and sustaining the rivers in SE Wisconsin with DNR/EPA-approved watershed restoration plans. **The deadline for renewal with Root-Pike WIN is December 15, 2021.** We look forward to continuing this valuable relationship with the City of Franklin.

Very Sincerely,

Kristi Heuser
Stormwater Resource Consultant
262-883-4018



Restoring, Protecting and Sustaining the Root-Pike Basin

HISTORY

Root-Pike WIN founded the *Respect Our Waters* program in 2009 as a way for municipalities to provide stormwater education and outreach to residents, and municipal leaders and staff in an efficient and cost-effective manner. The *Respect Our Waters* program educates residents through informational mailers, social media, emails and events through a collective of municipalities who share the cost of the program. The program is designed to change homeowner habits related to water quality while realizing economies of scale with regard to the development and management of the program. The Southeastern Wisconsin Clean Water Network (SWCWN) works with municipal leaders and staff to implement best practices for improving the quality of stormwater runoff and reducing flooding. Root-Pike WIN also advances projects and programs in our DNR/EPA-approved Nine Key Element watershed restoration plans, by working with SWCWN members. This public-private partnership is a win/win for our watersheds and SWCWN members as projects in these plans measurably reduce flooding, increase water quality, improve native habitats, and create a stronger sense of place in your municipality. Below is a recap of the 2020-21 program:

Respect Our Waters

The *Respect Our Waters* program helps us achieve a key Education and Public Outreach recommendation in our Watershed Restoration Plans. With limited opportunities for in-person events in 2020, alternative methods including boosted social media posts, webinars, mailers, emails, and radio appearances were utilized to continue educating the public about the importance of clean water. Last year, our *Respect Our Waters* program reached more than 183,000 residents in Southeastern Wisconsin. Boosted social media posts and a week-long webinar provided over 65,000 individuals, including municipal public works employees, the opportunity to learn about reducing chloride contamination in our water. Leaf and yard waste posts reached 27,000 individuals promoting composting leaves, cleaning up pet waste, and keeping grass clippings out of storm drains. Mailers displaying the importance of planting native species were sent to 80,000 homeowners in the Root-Pike basin. A “Go Native” section was added to the Root-Pike WIN webpage which quickly became the most viewed content on the website. Emails and social media posts promoting healthy streambanks, shorelines, and infiltration solutions reached nearly 11,000 individuals.

Southeastern Wisconsin Clean Water Network

Part of *Respect Our Waters*, the SWCWN is made up of 21 municipalities plus the UW-Parkside. The goal of this program is to bring stormwater runoff pollution awareness and best management practices to these stormwater permit holders’ residents. In 2020, Root-Pike WIN and Wisconsin *Saltwise* began collaborating to provide education and events for members of the SWCWN. Root-Pike WIN will continue to promote Fortin Consulting’s *Smart Salting* training sessions virtually and in-person and seek out timely and meaningful training sessions for the network to attend in the upcoming years. Meetings of the SWCWN will occur on a quarterly basis, either in-person or virtually, to discuss solutions to keep our water clean.

General Education and Outreach

Root-Pike WIN is always considering creative, innovative, and engaging ways to connect the public to their watershed. One example is working one-on-one with residents to help them increase stormwater infiltration in their own landscapes. Another is monthly class offerings called *Watershed Warriors*. The goal of these classes is to build an environmentally literate cadre of residents who have a strong grasp of the problems our watersheds face and how they can potentially address these difficulties in their own landscapes, their neighborhoods, and their places of worship.



Restoring, Protecting and Sustaining the Root-Pike Basin

MEETING PERMIT REQUIREMENTS

Root-Pike WIN has been working with municipalities to meet storm water discharge permit requirements with a turnkey communications programs funded by a cooperative made up of each municipality and the Department of Natural Resources. The following excerpts that pertain to our services are found in the State of Wisconsin's N R. 216 storm water discharge permit requirements. Root-Pike WIN confirmed with the DNR in October 2021 that these excerpts have not changed for this next contract period:

"NR 216.07 Permit requirements. The department shall issue permits using the information provided by the applicant and other pertinent information when developing permit conditions. Permits shall, at a minimum, require all of the following.

(1) Public education and outreach.

(a) A public education and outreach program to distribute materials to the public or conduct equivalent public outreach to increase awareness of storm water impacts on waters of the state. The program shall at a minimum be designed to achieve all of the following:

- 1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems.*
- 2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices.*
- 3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.*
- 4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway.*
- 5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.*

(b) A program that includes elements to achieve all of the following.

- 1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.*
- 2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention.*
- 3. Promote environmentally sensitive land development designs by developers and designers*

Note. The public education and outreach program should be tailored, using a mix of locally appropriate strategies to educate the general public and target specific audiences likely to have significant storm water impacts."



Restoring, Protecting and Sustaining the Root-Pike Basin

Contract for Professional Services

Information & Education Program for Meeting the Department of Natural Resources Storm Water Permit Requirements

January 1, 2022 to December 31, 2023

Provided by: Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

PART I: SERVICES

A. PROGRAM Description

1. The service contract is dated January 1, 2022, and is between Root-Pike Watershed Initiative Network, Inc. (hereinafter referred to as the “Contractor”) and the **City of Franklin** (hereinafter referred to as the “Client”). The Contractor will provide services to coordinate and execute a two-year public outreach, education and public participation project for the Client on behalf of Root River, Pike River, Pike Creek, Oak Creek, Wind Point and the Upper Des Plaines watersheds in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216). The PROGRAM will continue to be known as *Respect Our Waters* (hereinafter referred to as the “PROGRAM”).
2. The PROGRAM has the following objectives during the term of this contract, per the NR 216 requirements:
 - NR 216.07(1)(b)1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.
 - NR 216.07(1)(a)2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices;
 - NR 216.07(1)(a)3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides;
 - NR 216.07(1)(a)4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway;
 - NR 216.07(1)(a)5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks;
3. The PROGRAM may address the following requirements should the opportunity arise:
 - NR 216.07(1)(a)1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems;
 - NR 216.07(1)(b)2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention;
 - NR 216.07(1)(b)3. Promote environmentally sensitive land development designs by developers and designers.



Restoring, Protecting and Sustaining the Root-Pike Basin

B. Scope

Target Audience: Based on the results from the 2010 and 2016 household surveys administered under this PROGRAM, the Contractor will target the ‘homeowner families with children’ demographic who live in the geographic area served by the Client and perform their own yard work, wash their cars, and walk their dogs. The Contractor will also target specific sub-watershed units if they are defined in one of our EPA/DNR-approved Nine Key Element Watershed Restoration Plans as a pollutant “hotspot”.

Message: The Contractor, and originator of the Respect Our Waters PROGRAM, will continue to utilize creative, innovate, and engaging ways to connect the public to their watershed. Outreach efforts will focus on educating individuals on managing pet waste, yard waste, lawn chemicals, leaky car chemicals, rain barrels, rain gardens, and illicit dumping into storm sewers to keep our waters clean. All other outreach activities, as outlined in the scope of work below, will use similar messaging to meet objectives described in section A.3. of this contract. The Contractor will also use the data, conclusions and recommendations in our three, EPA/DNR-approved Nine Key Element Watershed Restoration Plans for education and outreach to a variety of audiences with targeted messaging.

1. Community Outreach Events

Goal: Participate in at least one event in your municipality to promulgate the *Respect Our Waters* campaign.

Deliverable: The Contractor will participate in a minimum of one community event over the course of the 2022-2023 contract period for the Respect Our Waters campaign. The Contractor will engage event attendees using a stormwater runoff model demonstration, engaging displays, children’s games and activities, and numerous free giveaway publications and other items. The Contractor will provide all the necessary components to complete this part of the program by coordinating and staffing the events, supplying the materials and equipment already in the Contractors possession. This also covers travel costs and insurance. The events satisfy:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

2. Storm Water “Hot Spots” Targeting

Goal: Reduce pollution numbers for total suspended solids, chlorides phosphorus, *E. coli* and nitrogen via targeted outreach to residents in a specific Nine Element Plan-identified pollutant hotspot area in each member municipality. Reduce pollution numbers for phosphorus, *E. coli* and nitrogen.

Deliverable: The Contractor will raise awareness of hotspot issues and provide solutions to residents using targeted outreach in the form of mailings and in-person contact. The Contractor will use the EPA/DNR-approved Nine Key Element Watershed Restoration Plans as the default guide for outreach and solutions. The Contractor will adapt the messaging as necessary where a Nine Key Element plan does not exist or cover a specific runoff pollutant issue. The Contractor will work to bring awareness and action to issue and may work with The Client and/or landowner to resolve the issue as part of physical project under a separate contract/project. This outreach satisfies:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

3. Public Awareness Communications

Goal: Promote solutions that address the critical watershed issues in local print and online publications.

Deliverable: The Contractor will create story pitches regarding the PROGRAM that get published in print and online to audiences using more targeted local media (newspapers, community magazines, and municipal sites, etc.). This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

4. Social Media Communications

Goal: Bring awareness to urban watershed issues and solutions for homeowners through ongoing mass communications.

Deliverable: The Contractor will develop content, create website updates and implement social media posts. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

5. Construction Site Erosion Prevention

Goal: Communicate the importance of erosion control practices to local construction companies by working with field staff and leadership.

Deliverable: The contractor will identify and communicate with construction leaders about the importance of erosion control during rain events. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction sites



Restoring, Protecting and Sustaining the Root-Pike Basin

C. PROGRAM Budget *

The scope and activities of the *Respect Our Waters* program may change depending on conditions (such as COVID and/or inflation), needs and opportunities, but the overall cost of the program will not.

	Franklin
INCOME	
2020-21 Local Share	\$10,500
2022-23 Budget	\$ 11,550
ACTIVITIES	
1) Outreach Events (Public & SWCWN)	\$ 3,465
2) Target Nine Element Plan Hotspot	\$ 3,465
3) News Story Pitches	\$ 1,155
4) Outreach Media	\$ 1,155
5) Construction Communications	\$ 1,155
Subtotal Program Costs	\$ 10,395
Fiscal Agent Fees	\$ 1,155
Total Expenses	\$ 11,550



Restoring, Protecting and Sustaining the Root-Pike Basin

D. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

1. The Client agrees to make an annual payment to the Contractor to fund the PROGRAM in the dollar amount described in the Proposal and this Contract and agree to make payments no later than February 1, 2022 and February 1, 2023 unless other arrangements are made with the Client.
2. The Contractor agrees to be the fiscal agent for the duration (two years) of the PROGRAM, commencing January 1, 2022 and ending December 31, 2023 and will receive financial remuneration (built into PROGRAM budget) for its services to cover costs incurred for program management, accounting, operations, insurance and legal needs.
3. The Contractor will complete the tasks listed in the Scope between January 1, 2022 and December 31, 2023.
4. The Contractor will submit an annual report to the Client on or before January 31, 2022 and January 31, 2023.
5. Should the DNR change the education and outreach requirements of your storm water discharge permit before the term of this contract expires, The Contractor will adjust the scope, schedule and costs to meet the new requirements, and provide The Client a revised contract for approval of the new PROGRAM.

E. Team

The Contractor will provide the following personnel to provide services to the Client. If any of these persons become unavailable, the Contractor will notify and secure approval from the Client prior to replacement of such persons. Any person replacing team members shall have similar or superior qualifications. The following personnel will provide services for this PROGRAM:

- Kristi Heuser, SWCWN Coordinator, Root-Pike Watershed Initiative Network (Primary Contact)
- Laura Buska, Program Manager, Root-Pike Watershed Initiative Network
- Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network
- Nan Calvert, Educator, Root-Pike Watershed Initiative Network
- Brittini Sharp, Accounting, Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

F. Decisions

The Contractor will follow the approved budget and scope of services with input from the Client to implement the PROGRAM. Most content can be developed and implemented by the Contractor, but final content and reach decisions will be made by the Client should a dispute arise.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART II: COMPENSATION

A. Compensation

Compensation to the Contractor for services rendered January 1, 2022 through December 31, 2023 (two years) by employees working on the PROGRAM in accordance with PART I, services of the Agreement will be for a not-to-exceed fee of **\$11,550** to implement the PROGRAM over the two-year term of the contract. This fee includes salary and reimbursable items including mileage, copies, printing, postage, materials, subcontractors, promotional items and other reimbursable expenses in the PROGRAM budget directly related to the implementation of the PROGRAM, as well as financial remuneration for the Client.

B. Billing and Payment

1. The Contractor will provide a yearly accounting report of all PROGRAM expenses during the term of the contract from January 1, 2022 to December 31, 2023. The Contractor can provide standard reports from QuickBooks as needed by the Client.
2. The Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART III: CONTRACTOR STANDARD TERMS AND CONDITIONS

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code. The Contractor, upon notice from the Client, will re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, the Client may cause the same to be corrected and deduct costs incurred by reason of such deficiency from the Contractor's compensation.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on the facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Contractor and the Client. The Contractor will promptly notify the Client if any perceived changes of scope in writing and the parties shall negotiate modifications to the Agreement with input from the Wisconsin Department of Natural Resources. No payment for services beyond those described in the original scope will be authorized without a written modification to this Agreement.

DELAYS. If events beyond the control of the Contractor, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement. If the Contractor fails to correct or cause to be corrected such failure to perform within ten (10) days of written notice by the Client, the Contractor shall be deemed to be in default of this Agreement. The Contractor will return all unused and uncommitted funds within 30 days.

REUSE OF INSTRUMENTS OF SERVICE. All reports, publications, artwork, electronic files, and other documents prepared by the Contractor as instruments of service shall remain the property of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by the Contractor for the intended purposes, shall be at the Contractor's sole risk.

VENDOR COSTS. Any opinion of vendor costs prepared by the Contractor is supplied for the general guidance only. Since the Contractor has no control over bidding or market conditions, the Contractor cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the Contractor or its clients.



Restoring, Protecting and Sustaining the Root-Pike Basin

SAFETY. The Contractor shall establish and maintain PROGRAMs and procedures for the safety of its employees. The Contractor specifically disclaims an authority or responsibility for general job safety and safety of persons other than the Contractor’s employees.

MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by written instrument signed by both parties.

INSURANCE. The Contractor shall maintain insurance coverage as described herein:

Comprehensive General Liability	\$1,000,000	occurrence
Automobile Liability	\$1,000,000	occurrence
Worker’s Compensation/Employers Liability	Statutory	

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client harmless from and against any and all claims of any party or parties that make a demand, bring a claim, or institute a legal action allegedly arising out of the Agreement and/or the PROGRAM and the Contractor further agrees to indemnify and hold the Client harmless for any loss, liability, and damages sustained by the Contractor, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property. This provision extends to all attorney’s fees, costs, interest and resulting settlement amounts and/or judgments.

ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of the Agreement or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

INDEPENDENT CONTRACTOR STATUS. The Contractor has “Independent Contractor Status” and will maintain complete control of and responsibility for its employees, agents, methods, and operations.



Restoring, Protecting and Sustaining the Root-Pike Basin

DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Contractor and the Client agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if such negotiations fail, either party may pursue an action in the circuit courts of the State of Wisconsin.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART IV: AGREEMENT

This Agreement is by and between the Contractor:

Root-Pike Watershed Initiative Network

4116 12th St.
Kenosha, WI 53144
262-883-4018 / dave@rootpikewin.org

and

The Client
City of Franklin

Who agree as follows:

Root-Pike Watershed Initiative Network hereby agrees to perform the services set forth in Part I/Services for the compensation set forth in Part II/compensation. Root-Pike Watershed Initiative Network shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the **City of Franklin**. The **City of Franklin** and the Root-Pike Watershed Initiative Network agree that this signature page, together with Parts I-III, constitute the entire Agreement between them relating to the PROGRAM.

Approved for
Root-Pike Watershed Initiative Network

Approved for
City of Franklin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 16, 2021
Reports & Recommendations	ADDING DECORATIVE AND COLORED CONCRETE UPGRADES TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE (USH 45 / STH 100) FROM W. RAWSON AVENUE (CTH BB) TO W. COLLEGE AVENUE	ITEM NO. G.16.

BACKGROUND

Wisconsin Department of Transportation (WISDOT) is planning a project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue circa 2024 or 2025. This project has been discussed at the Common Council on July 21, 2020, August 18, 2020, and again on October 5, 2021. A State Municipal Agreement (SMA) was executed on October 5, 2021.

WISDOT has since requested additional City preferences for design features related to concrete pavement, sidewalks, and medians. Primarily, it involves stamped concrete to look like brick. This would be a continuation of what was done in Hales Corners. There is an additional cost to the project, but those costs may be included in the allowance for Context Sensitive Design (CSD) funds at no out-of-pocket cost to the City.

ANALYSIS

Attached are designs and photographs provided by WISDOT to illustrate where these stamped features would be placed and how they would look.

- Colored (red) stamped concrete in narrow medians less than 6 feet. This would be standard gray concrete sidewalk if we do not want to upgrade to stamped/colored.
- Colored stamped concrete strip 2' wide within wider medians. Nothing will be added if we don't want this.
- Colored (red) concrete at curb ramps. This will be standard concrete sidewalk if we do not want to upgrade to color.

OPTIONS

Advise WISDOT a preference to install some, all, or none of the options.

FISCAL NOTE

- \$150,000 Decorative lighting upgrades (previously requested)
- \$ 67,454 WISDOT estimation of the cost for all of the above decorative concrete options.
- \$217,454 Total estimated use of CSD Funds

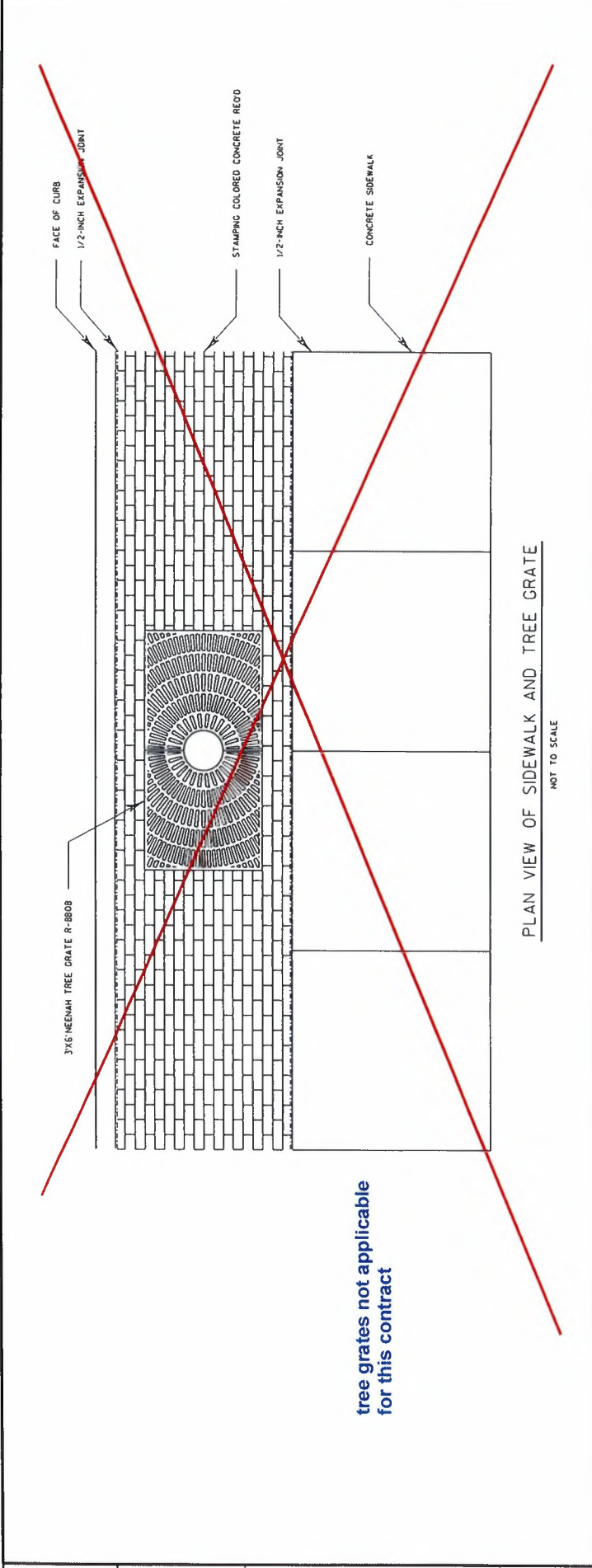
- \$371,500 Total allowance of CSD funds to use.
- \$154,046 Allowance for other CSD upgrades

Note that the final numbers are based on actual bid prices and if the CSD funds are exceeded the city is 100% responsible for costs exceeding \$371,500. Also note that construction prices are wildly unpredictable in the current bidding environment.

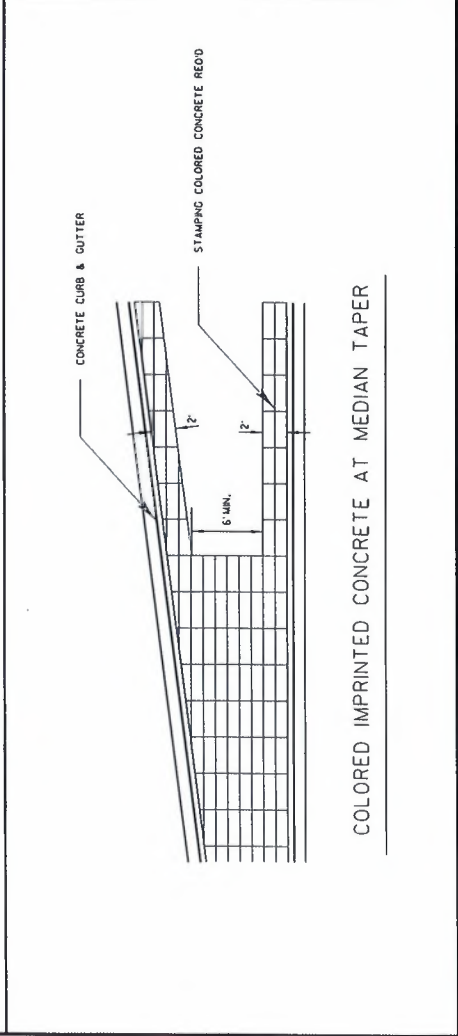
RECOMMENDATION

Direct Wisconsin Department of Transportation to incorporate all suggested decorative and colored concrete upgrades to a State Municipal Agreement for their project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue.

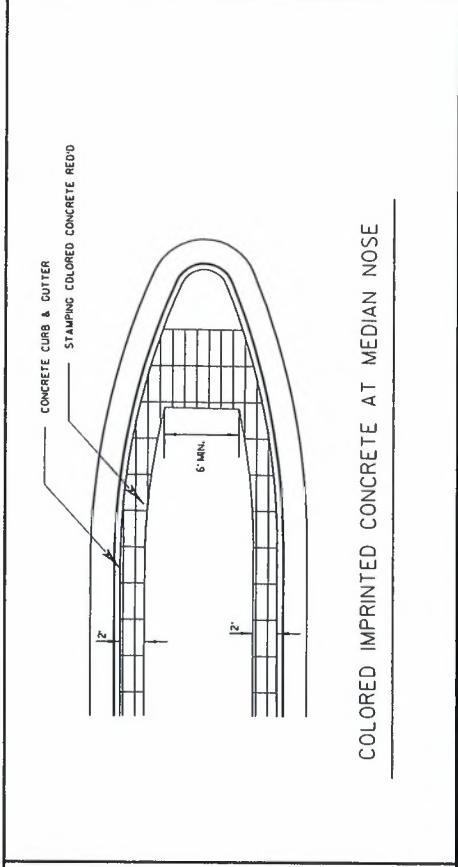
Engineering Department: GEM



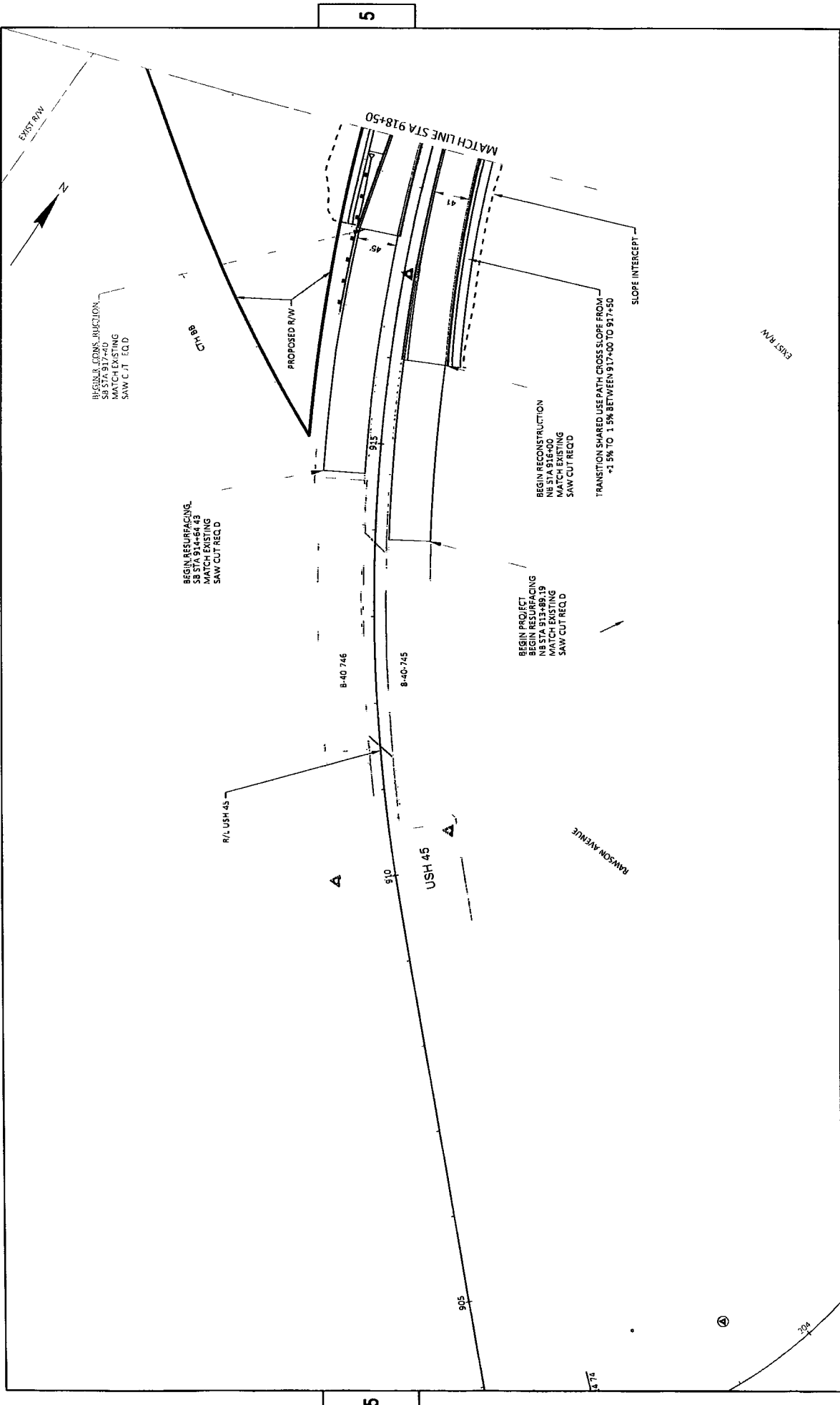
PLAN VIEW OF SIDEWALK AND TREE GRATE
NOT TO SCALE



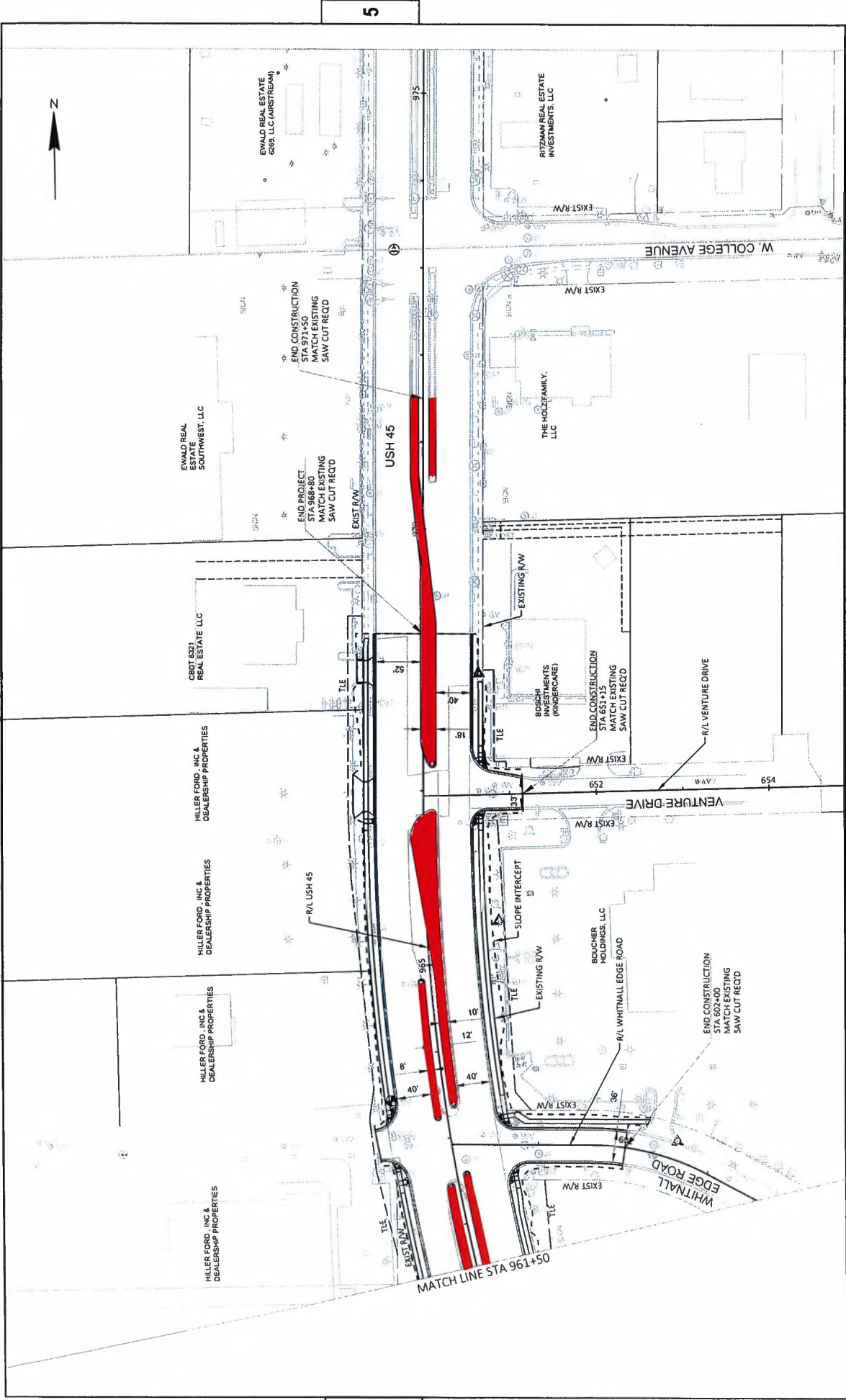
COLORED IMPRINTED CONCRETE AT MEDIAN TAPER



COLORED IMPRINTED CONCRETE AT MEDIAN NOSE



PROJECT NO	2040-14 70	COUNTY	MILWAUKEE	PLAN	USH 45	SHEET	PREL 175 E
NAME	21801 JURA, L.S. - N.L. DUBSON, B.T.S. AND G.F. HANSEN, JAC. 400, 401 SPYANBUDDIST PARKWAY	PLOT DATE	3/14/07	BY	JAKE BERDYLUS	PLO SCALE	1" = 80'
DATE	3/14/07	BY	JAKE BERDYLUS	PROJECT	PLAN USH 45	PROJECT NAME	RAWSON AVENUE
DATE	3/14/07	BY	JAKE BERDYLUS	PROJECT	PLAN USH 45	PROJECT NAME	RAWSON AVENUE



5

5

PROJECT NO: 2040-14-70	HWY: USH 45	COUNTY: MILWAUKEE	PLAN USH 45	SHEET PRE 183 E
FILE NAME: X:\BMT\2024\14-70-FINAL_DESIGN\DESIGN\ROAD\2040-14-70-SHEET 19A\LANDSD01-PA.DWG	DATE: 5/17/2021 8:18 AM	PILOT BY: JAKE BONHUIS	PILOT NAME:	PILOT SCALE: 1"=100 FT
LAYOUT NAME: 092025				







APPROVAL <i>Slur</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/16/21
REPORTS & RECOMMENDATIONS	Authorization for the Department of Public Works to Purchase Pothole Patch Truck	ITEM NUMBER G.17.
<p>Within the approved 2021 Equipment Replacement Fund, are the funds to purchase a complete Pothole Patch Truck including cab & chassis.</p> <p>At the December 15th, 2020, Council Meeting, the Department of Public Works was granted authorization to solicit quotes for 2021 equipment purchases for the Board of Public Works to approve and make recommendations to Council</p> <p>At the November 9th, 2021, Board of Public Works meeting, the Board of Public Works recommended the following purchase from the below listed vendor:</p> <ol style="list-style-type: none"> 1. One (1) complete Pothole Patch truck, with cab & chassis, purchased from Bergkamp Inc., for \$202,000.00. <p>This item will be replacing the current pothole patching unit, #709, which is a 2003 Freightliner FL70. This purchase is being made through the Sourcewell contract.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p style="text-align: center;">Approval to purchase the above listed equipment.</p>		



October 28, 2021

To: Attn: Kevin Schlueter, City of Franklin, WI

From: Sara Olberding, Bergkamp Inc.

RE: Sales Agreement with City of Franklin, WI:
One (1) New FP5 All in One Flameless Asphalt Patching Machine, purchased from Bergkamp, Inc. Sourcewell Contract # 052417-BGK.
Patcher to be mounted on K370 Series Kenworth Cab and Chassis purchased by Bergkamp Inc. on behalf of the City of Franklin, WI.

Acceptance of Quote prepared on 10-28-2021 – See Attached Quote.

Complete Pothole Patch Truck Body and Cab and Chassis as Configured on Quote
PO Total to issue Bergkamp Inc. \$202,000.00

Terms & Conditions of Sale between Bergkamp and City of Franklin, WI:

- Payment is due from City of Franklin, WI Net 30 Days from delivery of completed patcher.
• Delivery: Factory completion is approximately 90 - 150 Days after receipt of this signed Sales Agreement depending on intervening orders and available production slots. Factory completion is subject to change and delivery updates will be provided.
• Both parties acknowledge that it is their responsibility to comply with all local, state, and federal laws and regulations to the fullest extent and will not seek to transfer or assign those obligations to the other in the completion of this contract nor after fulfillment of this contract in respect to the operation of the equipment.

Purchase Order # _____

Date _____

City of Franklin, WI Authorized Signature

Date _____

Print Name and Title of Authorized Signer

Quote Valid for 20 days



Date Prepared:

10/28/2021

Buying Agency:	City of Franklin Public Works	Contractor:	Bergkamp Inc. 3040 Emulston Drive Salina, KS 67401
Contact Person:	Kevin Schlueter	Prepared By:	Sara Olberding
Address:	7979 W Ryan Road Franklin WI 53132	Phone:	M 785-643-0190 O 785-404-3421
Phone:	M) 414-659-2719 O) 414 427-7622	Fax:	785-825-4269
Email:	kschlueter@franklinwi.gov	Email:	sarao@bergkampinc.com
Secondary Contact:	Rich Katzfey		
Phone:	O) 414-425-2592		
Email:	rkatzfey@franklinwi.gov		
Chassis Provider:	Bergkamp Stock Chassis - Kenworth F370		
Contact:	Greg Slater, Logistics Dept Bergkamp Inc		
Phone:	785-404-3453		
Email:	gregs@bergkampinc.com		

Description Bergkamp FPS Flameless All-In-One Pothole Patcher Body Sourcewell Contract #052417-BGK and Kenworth Chassis

A. Product Item Base Unit Price Includes, but is Not Limited to. InPave® Telematics Technology, Dual Auger Motor System, Full Length Reversible Agitator, Powered by hydraulically-driven AC electric generator, Live PTO for hydraulic power at all engine or travel speeds, Standard Chute, Electric Overnight Heating system w/ Cord, NO 80 gallon Tack Tank, Air/Tack Wand w/ Recirculating Cleanout System, Dual Wand Cleaning System (one front & one rear), Cleaning Fluid Tank (15 gal.), LED Lighting on Machine, Mounting on Customers' Chassis at Bergkamp Factory, 12 Month Warranty \$95,863.00

B. The Patcher Body Options, Delivery and Service Items

Description	Description	Cost
No 80 Gallon Tack Tank or Air/Tack Wand Pressurized Air System		
Wacker Plate Compactor w/Lift Platform (P10017)		
No Pavement Breaker - Install Tool Circuit		
Air/Tack Hose Standard Storage - Wrap Around Side of Truck		
AR 400 Upgrade on main auger		
Generator Enclosure		
Rear cleaning fluid on hose reel		
LED Side Flushers on Side of Patcher Platform (P12122)		
LED Warning Light Kit - Arrow Board Mount (P12118)		
LP Torch - 200K BTU; 20# Cylinder; 31' hose (P12163)		
Cone Holder- Qty 1 Location: Passenger Side		
Tool Holder - Rear Spoils bin		
Arrow Board - Able 2, 10 Light, LED Rear Mount		
Single LED Strobe behind Cab		
Strobe Light - Dual, LED Rear Arrow Board Mount		
Back up Camera - Includes Two Way Communication - Back Chat		
In Cab Decal - •Do NOT start truck with PTO engaged		
In Cab Decal - •Turn off PTO BEFORE turning off truck		
Extended Warranty - three years total		
Delivery & Commissioning of Completed Patch Truck from Salina, KS to Franklin, WI		
Professional Mounting of Body onto Chassis at Bergkamp Factory		
No B-FTT visit included This service is available for purchase at any time.		
Patcher Body Standard Paint Color. Charcoal Gray		
Subtotal From Additional Sheet(s):		
Subtotal B:		\$19,137.00

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C) \$115,000.00 - Subtotal C \$115,000.00

Quantity Ordered:	1	X Subtotal of A + B	
F Other Charges, Trade-Ins, Allowances, Discounts, Etc.		Description	Cost
Description			
Sourced Load - Kenworth F370 Cab and Chassis - Bergkamp Inc. Stock Unit			
		Subtotal D:	\$87,000.00

Delivery Date:	Approx. 45 - 55 days after delivery of chassis to factory	F. Total Purchase Price (C+D):	\$202,000.00
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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;">11/16/2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Ordinance No. 2021-2485, An Ordinance to Amend §30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries (Introduced on November 2, 2021)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.18.</p>

At the Common Council meeting of November 2, 2021, Ordinance No. 2021-2485, (An Ordinance to Amend 30-1. Of the Municipal Code to Establish Aldermanic District and Ward Boundaries) was introduced.

Pursuant to Wis. Stats. § 62.08(1), within 60 days after ward boundaries have been readjusted, the Common Council shall redistrict the boundaries of its aldermanic districts, by an ordinance introduced at a regular meeting of the Council, published as a Class 2 notice, and thereafter adopted by a majority of all the members of the Council. Following the introduction on November 2, 2021, and publication on November 10 and 17, this Ordinance will be placed on the December 7, 2021, Common Council meeting agenda for recommended adoption. No action is required at this time.

COUNCIL ACTION REQUESTED

No action required at this time.

OR

As directed by the Common Council.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

INTRODUCTION OF ORDINANCE NO. 2021-2485

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


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

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


- SECTION I. §30.1 of the Municipal Code is hereby repealed and recreated as follows:
Under the provisions of Wis. Stats. §§ 5.15 and 62.08, the division of the City into six aldermanic districts with 22 wards as shown on the official map of the City of Franklin describing the boundaries of each ward, which map is attached hereto, incorporated herein and made a part hereof by reference, as if fully set forth herein.
- SECTION II. The City Clerk is directed to deliver, within five days of the date of adoption of this Ordinance, true and correct copies of this Ordinance, the official ward map, and a list of the census block numbers used to create the wards, to the Milwaukee County Clerk and to the Wisconsin State Legislative Reference Bureau.
- SECTION III. All ordinances or parts of ordinances in contravention to this ordinance are hereby repealed.
- SECTION IV. This ordinance shall take effect upon its passage and publication as required by law.

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

INTRODUCED:

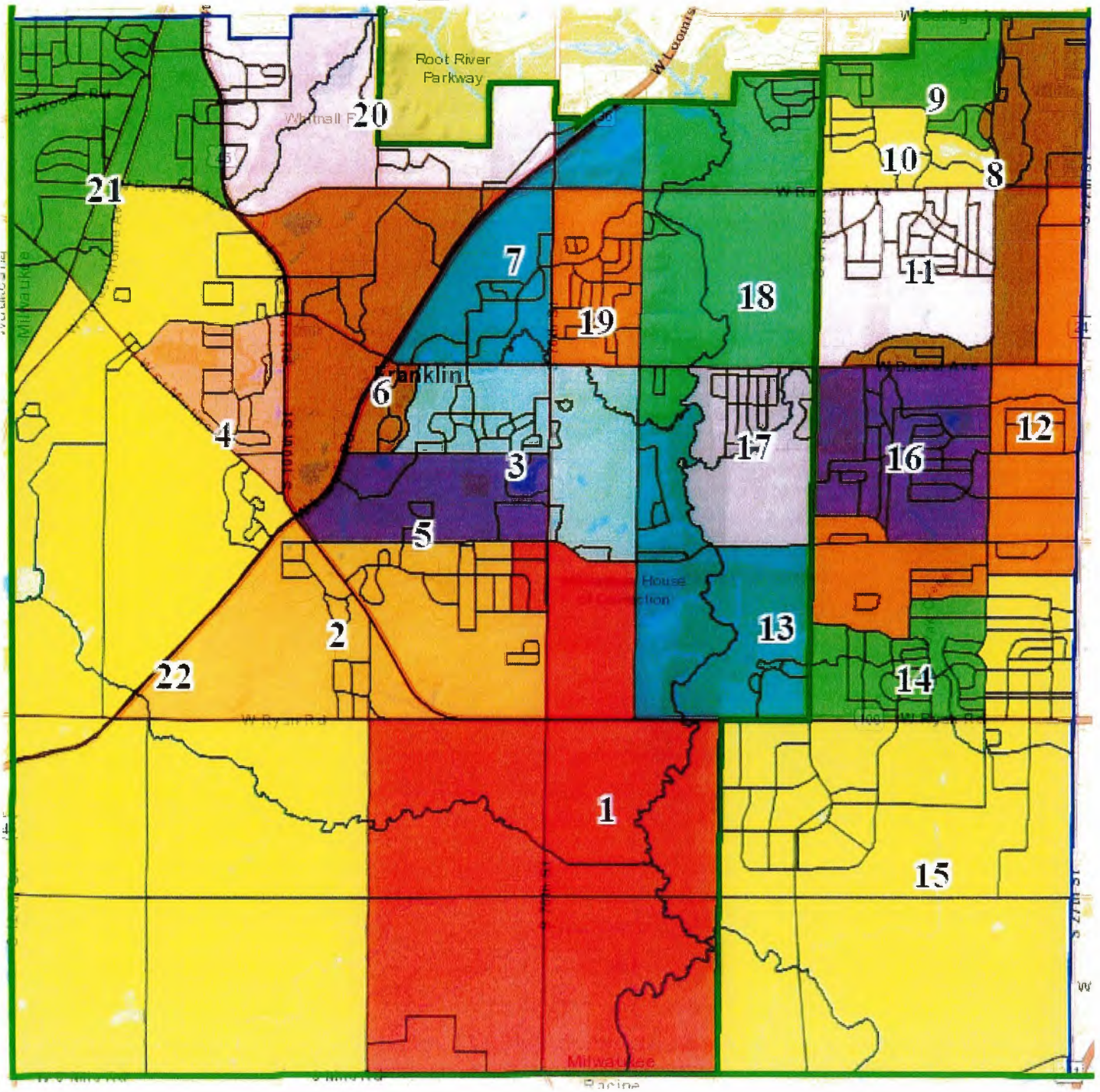

Stephen R. Olson, Mayor

ATTEST:

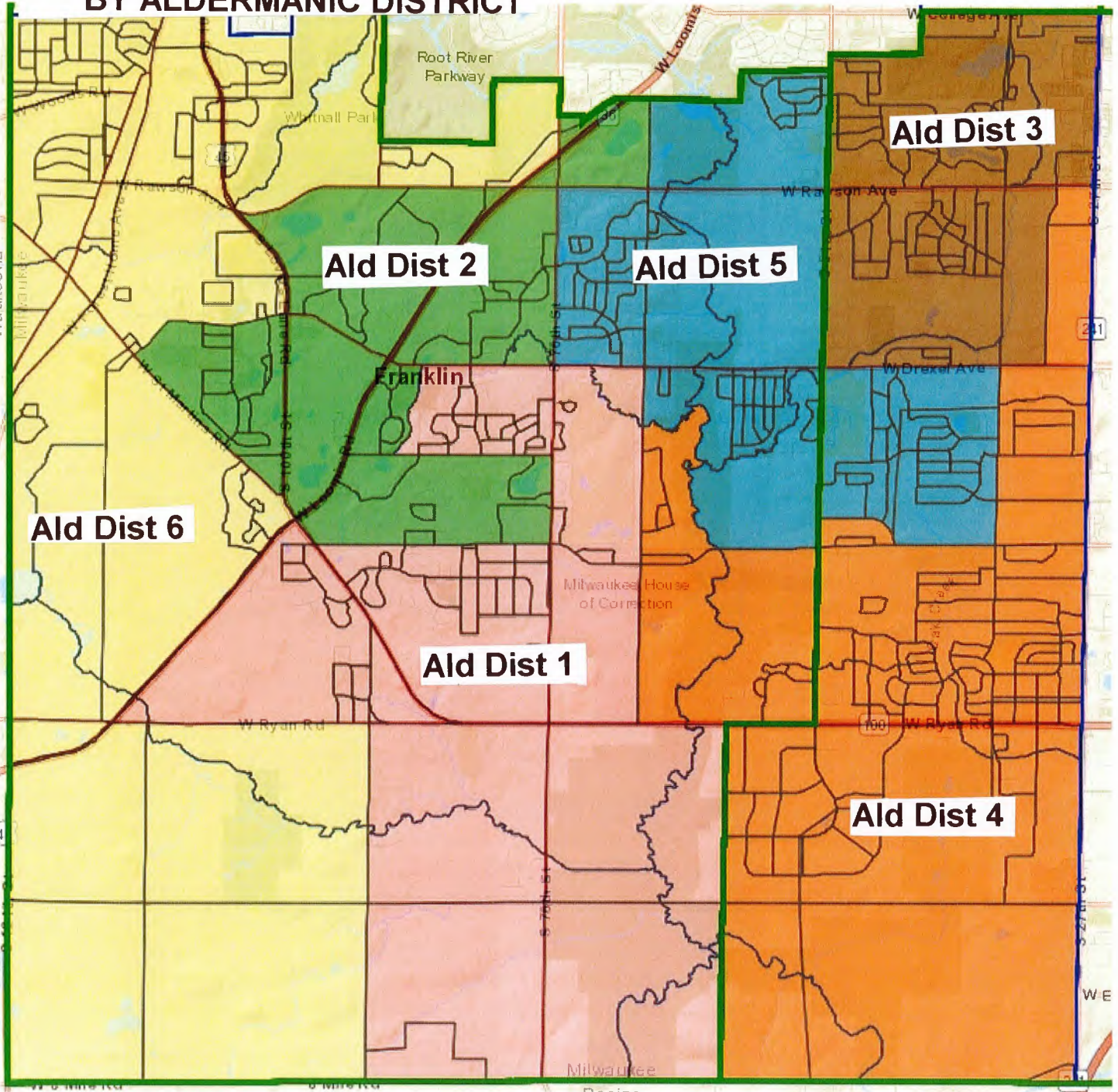

Sandra L. Wesolowski, City Clerk

AYES 4 NOES 2 ABSENT 0

PROPOSED WARD MAP



PROPOSED WARD MAP BY ALDERMANIC DISTRICT



Map Wards	(Valid Range 600 to 2100)		Compact	Population +18	White	Black	Hispanic	Asian	American Indian	Pacific Islander/ Hawaiian	Other	Multi- Other
	Population	Population										
1	2095	2095	0.53	1953	650	1223	189	16	10	0	2	5
2	2050	2050	0.58	1606	1718	38	91	166	25	0	12	0
3	2035	2035	0.51	1573	1688	27	100	174	23	0	21	2
4	1485	1485	0.64	1162	1170	32	122	122	14	1	19	5
5	1527	1527	0.62	1333	1369	24	62	49	16	0	7	0
6	1462	1462	0.45	1235	1192	30	56	169	10	0	2	3
7	1385	1385	0.4	1124	1203	44	37	67	14	1	12	7
8	2098	2098	0.25	1666	1371	107	285	282	38	0	12	3
9	1233	1233	0.47	952	891	57	77	193	6	0	8	1
10	1145	1145	0.6	878	859	23	93	148	14	0	8	0
11	1933	1933	0.71	1543	1497	45	150	192	27	0	16	6
12	1877	1877	0.24	1482	1480	33	115	204	19	0	23	3
13	868	868	0.42	683	673	38	45	93	5	0	14	0
14	1806	1806	0.59	1351	1472	30	137	146	13	1	3	4
15	1620	1620	0.59	1246	1303	27	133	109	25	4	14	5
16	2009	2009	0.76	1505	1623	47	123	177	23	0	12	4
17	1213	1213	0.59	865	946	14	67	158	2	1	24	1
18	1006	1006	0.55	716	769	43	63	117	4	0	3	7
19	1884	1884	0.7	1490	1549	27	145	124	7	1	25	6
20	1953	1953	0.34	1637	1489	86	140	173	29	0	23	13
21	2091	2091	0.45	1666	1872	25	95	48	29	0	13	9
22	2041	2041	0.34	1645	1717	28	140	109	22	0	24	1
Proposed Map reduces number of wards from 25 (established in 2012) to 22.												
Six wards would include split school districts, reduced from 8 wards currently with split school districts.												
Ald Dist 1: Wd 1 = 2,095 Wd 2 = 2,050 Wd 3 = 2,035											Total = 6,180	
Ald Dist 2: Wd 4 = 1,485 Wd 5 = 1,527 Wd 6 = 1,462 Wd 7 = 1,385											Total = 5,859	
Ald Dist 3: Wd 8 = 2,098 Wd 9 = 1,233 Wd 10 = 1,145 Wd 11 = 1,933											Total = 6,409	
Ald Dist 4: Wd 12 = 1,877 Wd 13 = 868 Wd 14 = 1,806 Wd 15 = 1,620											Total = 6,171	
Ald Dist 5 = Wd 16 = 2,009 Wd 17 = 1,213 Wd 18 = 1,006 Wd 19 = 1,884											Total = 6,112	
Ald Dist 6 = Wd 20 = 1,953 Wd 21 = 2,091 Wd 22 = 2,041											Total = 6,085	
											Total = 36,816	

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/16/2021
REPORTS AND RECOMMENDATIONS	A Resolution Establishing City of Franklin Ward Boundaries Following the 2020 Federal Census	ITEM NUMBER G.18.1.

(See Item G.18. for background information.)

The three-step process for municipal and county redistricting requires cooperation and coordination among counties and municipalities. Step one requires that within sixty days of receiving the census data, county boards will submit a tentative County Supervisory District plan to each municipality in the county. Step two requires municipalities to adjust ward boundaries in line with the proposed county supervisory district plans. Within sixty days of receiving municipal ward adjustments, counties are required to adopt final supervisory district plans consisting of whole municipal wards, and cities must also establish aldermanic district plans.

Even though each of the three steps summarized above allows for a sixty-day period, the start date for Milwaukee County was 8/16/2021 and their completion date was 11/01/2021 (78 days). The City's start date for municipal ward creation was 11/01/2021 with the due date of 12/31/2021. While that date is not feasible for upcoming election deadlines and work involved in making necessary adjustments, the City was prepared to meet the completion date no later than the 12/07/2021 Common Council meeting. On 11/15/2021, the Milwaukee County Clerk corresponded with municipal clerks requesting that adopted ward maps be adopted and submitted by November 18. With the ability to comply with statutory requirements for introduction, publication, and adoption of Ordinance No. 2021-2485 for establishment of aldermanic district boundaries, it is recommended that the Common Council adopt the resolution at this meeting establishing ward boundaries.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021-____, A Resolution Establishing City of Franklin Ward Boundaries following the 2020 Federal Census.

RESOLUTION NO. 2021-_____

A RESOLUTION ESTABLISHING CITY OF FRANKLIN WARD BOUNDARIES
FOLLOWING THE 2020 FEDERAL CENSUS

WHEREAS, Wis. Stat. § 5.15 requires every municipality over 1,000 in population to be divided into wards according to the final published results of the most recent Federal Census;

WHEREAS, the City of Franklin is required to adjust ward boundaries to comply with the proposed Milwaukee County Supervisory District plan within 60 days following receipt of the tentative plan, with the date of receipt being November 1., 2021;

WHEREAS, Ordinance No. 2021-2485 was introduced on November 2, 2021, pursuant to Wis. Stat. § 62.08, which requires redistricting boundaries of aldermanic districts, by an ordinance introduced at a regular meeting of the Common Council, published as a Class 2 notice, and thereafter adopted by a majority vote of all of the members of the Common Council; and

WHEREAS, the division of the City into wards is shown on the official map of the City of Franklin describing the boundaries of each ward, which map is attached hereto, incorporated herein, with the following census blocks to constitute the Wards as follows:

WARD 1:

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

WARD 2:

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

WARD 3:

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

WARD 4:

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

RES 2021-_____ (Establishing City
of Franklin Ward Boundaries

Page 2

WARD 5:

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

WARD 6:

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

WARD 7:

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

WARD 8:

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

WARD 9:

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

WARD 10:

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

WARD 11:

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

WARD 12:

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

WARD 13:

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

WARD 14:

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

WARD 15:

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

WARD 16:

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

WARD 17:

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

WARD 18:

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

WARD 19:

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

WARD 20:

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

WARD 21:

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

WARD 22:

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the map describing the boundaries of each ward, which map is attached hereto, such boundaries being further described in the preamble to this Resolution, be and the same is hereby approved as the official ward map of the City of Franklin, Wisconsin.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this Resolution and official ward map to the Milwaukee County Board of Supervisors, and proceed with placing Ordinance No. 2021-2485 on a Common Council meeting agenda to establish aldermanic districts at least one week following November 17, 2021, being the last publication of a Class 2 notice.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of November, 2021, by Alderman _____.

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

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;">11/16/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution Designating an Interim Finance Director/Comptroller/Treasurer for the City of Franklin</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.19.</p>

Staff is requesting approval of the attached resolution to designate the Director of Administration as the Interim Finance Director/Comptroller/Treasurer in order to proceed with necessary City business while the position is vacant.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2021-____, A Resolution Designating the Director of Administration as the Interim Finance Director/Comptroller/Treasurer until a successor Finance Director/Comptroller/Treasurer is selected and in office.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021-_____

RESOLUTION DESIGNATING AN INTERIM FINANCE
DIRECTOR/COMPTROLLER/TREASURER FOR THE CITY OF FRANKLIN

WHEREAS, The City of Franklin requires a standing Finance Director/Comptroller/Treasurer to execute such documents as contracts, bond sales, regulatory reports, payments from the Treasury, final plats, and other similar documents; and

WHEREAS, the incumbent Finance Director/Comptroller/Treasurer is retiring from service as of November 24, 2021; and

WHEREAS, the replacement Finance Director/Comptroller/Treasurer will not be in place at the time of the retirement.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Common Council of the City of Franklin, Wisconsin, do hereby designate the Director of Administration as the Interim Finance Director/Comptroller/Treasurer to fulfill this critical role until the successor is selected and in office.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of November, 2021 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of November, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES NOES ABSENT

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/16/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>2022 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation</p>	<p>ITEM NUMBER</p> <p>G.20.</p>

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2022 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2021. In fact, the form of the contract has not changed significantly since 2010. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.

These soil services produce a nominal expenditure throughout the year. For example, 7 soil verification services were provided in 2018 (\$1,400 expenditure), 5 in 2019 (\$1,000), 10 in 2020 (\$2,000), and 11 in 2021 (\$2,200).

Racine County has informed us that they concur with the attached contract for 2022 services. It is the recommendation of the Director of Inspection Services and the Director of Administration to continue to use Racine County for these soil testing services.

COUNCIL ACTION REQUESTED

Motion to approve the 2022 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement.

**CITY OF FRANKLIN – RACINE COUNTY
PROFESSIONAL SERVICES AGREEMENT**

This Contract made this _____ day of _____, ~~2020~~2021, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as “CITY”) and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as “COUNTY”). This contract is to be effective from the period January 1, ~~2021~~–2022 through December 31, ~~2021~~2022. This agreement is renewable upon acceptance by all parties.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree that this contract shall cover the authorization and payment of fees to provide to the CITY services to verify a Certified Soil Tester’s (hereafter referred to as “CST”) soil and site evaluation. The parties agree to the following:

1. All CST’s soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereafter referred to as “POWTS”) must be scheduled with a minimum 24 hours notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing.
2. All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 8am –12:00 noon and 12:30pm – 4:30pm Monday through Friday, excluding holidays.
3. COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST.
4. The COUNTY reserves the right to require that CST’s provide soil backhoe dug pits of adequate size, depth, and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data.
5. Soil color evaluations shall be performed on days when light conditions permit accurate color determination.
6. Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure, and consistence.
7. The cost of this service will be \$200 for up to the first three soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.
8. If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein.

9. The CITY will be invoiced directly for these services.
10. COUNTY will review the applicable Soil and Site Evaluation Form (SBD-8330), which must be forwarded to the COUNTY, and will convey all reports back to the CITY for their files and permit issuance. A copy of the test will be kept on file in this office, but the original tests will be sent to the CITY.
11. The CITY will issue all permits for POWTS, and the CITY will oversee the construction and follow-up on all POWTS, as outlined in Chapter SPS 383 (Private Onsite Wastewater Treatment Systems) and Chapter SPS 385 (Soil and Site Evaluations).
12. Any other work not anticipated in this contract, but relative to soil and site evaluations, will be charged at a rate of \$50 per hour.
13. Each party is responsible for their own acts and omissions under this agreement. COUNTY agrees that it will at all times during the existence of this contract indemnify CITY against any and all loss, damages and cost or expenses which CITY may sustain, incur or be required to pay as a result of any of the services provided by COUNTY under this contract. CITY agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by the CITY under this contract.
14. CITY or COUNTY may, without prejudice to any other rights it may have, terminate this contract for convenience and without cause by giving thirty (30) days written notice. COUNTY shall be paid for services rendered up to the time of termination.

CITY OF FRANKLIN

BY: _____

TITLE: _____

RACINE COUNTY

BY: _____

TITLE: _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 16, 2021
REPORTS & RECOMMENDATIONS	List of Donations for July, August, September and October, 2021	ITEM NUMBER G.21.

Background

Various residents and businesses contribute to City. Donations were designated for several purposes, Police K-9 Unit, Police Crime Prevention, Health Department, the Civic Celebration and Kayla's Playground. A list of the donors and amounts follows:

Date	Donor	Amount
07/21/2021	FRANKLIN LIONESS CLUB	200
10/19/2021	BRENWOOD PARK SENIOR APTS	<u>1,376</u>
	Total Undesignated Donations	1,576
07/02/2021	NORTH SHORE BANK FSB	500
07/02/2021	PYRAMAX BANK	500
07/02/2021	MAX A. SASS & SONS FUNERAL HOMES	500
07/09/2021	NORTHWESTERN MUTUAL	2,000
07/09/2021	PENSEC, INC.	500
07/15/2021	SOUTHWEST MILWAUKEE OPTIMIST CLUB	100
07/16/2021	FAITH PRESBYTERIAN CHURCH INC	100
07/27/2021	ASCENSION WAUKESHA COUNTY COMMUNITY	1,000
08/17/2021	FOUNDATIO	<u>2,000</u>
	Total Police Crime Prevention	7,200
07/02/2021	SCHMIDT, JOYCE	50
07/15/2021	GLEASON, ROBERT	100
07/16/2021	HERITAGE FUNERAL HOMES INC	4,000

09/13/2021	LANDMARK CREDIT UNION	<u>500</u>
	Total Police K-9	4,650
07/09/2021	FRANKLIN LIONESSE CLUB	200
09/30/2021	ROSE PURPERO SPRANG, CLU	500
10/01/2021	WIECHMAN, DANIEL	10
10/06/2021	STOEBERL, KIM	5
10/11/2021	KRESOVIC, MIRA	<u>100</u>
	Total Other Police	815
07/07/2021	FRANKLIN LIONESSE CLUB	<u>200</u>
	Total Health donations	200
07/12/2021	FRANKLIN LIONESSE CLUB	100
08/05/2021	ST MYERS, TAMMY	150
09/09/2021	LEPKOWSKI, LAURA	<u>40</u>
	Total Kayla's Playground	290
08/16/2021	STRAUSS BRANDS LLC	<u>1,000</u>
	Total Civic Celebrations	1,000
	Grand Total all donationis	15,731

COUNCIL ACTION REQUESTED

Motion to acknowledge and accept donations received for July, August, September and October, 2021 from various Franklin residents and businesses.

<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;">11/16/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements) at 3617 Oakwood Road bearing Tax Key No. 950-9997-002. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3617 Oakwood Road, consisting of approximately 48.9 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.22.</p>

Annexed hereto is a draft of a Tax Incremental District No. 8 Development Agreement between the City of Franklin and Oakwood Industrial LLC, which agreement remains in negotiation at the time of this writing.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3617 Oakwood Road, consisting of approximately 48.9 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

**TAX INCREMENTAL DISTRICT NO. 8
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
OAKWOOD INDUSTRIAL LLC**

draft work in process 11/12/21

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of November ____, 2021 by and between Oakwood Industrial LLC, a Wisconsin limited liability company, its successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

RECITALS

City and Developer acknowledge the following:

- A. Developer is the owner of approximately 48 acres of vacant land south of Oakwood Road legally described on **Exhibit A** attached hereto (the "Property").
- B. The Property is located within the boundaries of Tax Incremental District No. 8, City of Franklin, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the City adopted a plan for development within the District (the "Project Plan").
- C. Developer plans on constructing certain infrastructure improvements on the Property and constructing two industrial buildings with a total of not less than 470,000 square feet of leasable space on the Property, with an estimated development cost of approximately \$38,000,000 (the "Project"). It is acknowledged that development of the Project as described above will be consistent with the Project Plan.
- D. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.
- E. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement.
- F. The City, pursuant to Common Council action dated November 16, 2021, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf.
- G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations and the terms of this Agreement. Developer warrants and represents to the City that the Project will contain not less than 470,000 square feet of developed building space and that total development costs expended on the Project (inclusive of personal property) shall be not less than \$38,000,000. Subject to and conditioned upon the City's timely performance of the City obligations set forth in Article II below, Developer shall substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City (the "Plans and Specifications"), including, but not limited to the completion of the first building by December 31, 2022, and the completion of a second building (the "Second Building") by December 31, 2024 (the "Completion Date"). Copies of the Plans and Specifications will be retained at the offices of the City Planning Department. A building in the Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the building in the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the building in the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City.

B. To the extent any improvements that will be dedicated to the public are included within the scope of work for the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with City specifications, including the execution of a City standard form development agreement but only if applicable terms thereof are not specifically set forth in this Agreement, and will dedicate same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law (together referred to as the "Public Improvements"). The Public Improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Public Improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Public Improvements, the Public Improvements shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Public Improvements, and other improvements generally serving the public benefit, to be

completed and installed by the Developer include sidewalks as reasonably directed by the City, environmental soil remediation, storm water improvements (including access to a storm water pond), and such other improvements as reasonably directed by the City. Developer shall also provide and grant to the City a storm water maintenance easement agreement, and such other City standard regulatory easements relevant to the Project, in form and content acceptable by the City at no cost to the City.

C. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender and the City. Developer will provide evidence to the reasonable satisfaction of the City that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed. An executed loan agreement from a construction lender shall be deemed sufficient evidence of financing; a deposit to the equity account held by Developer's construction lender for 50% of the equity, and the signed subscription agreements for all of the equity, shall be deemed sufficient evidence of equity.

D. The Developer shall work cooperatively with the City to limit truck traffic into and out of the Project onto Oakwood Road, west of Hickory Road, after Hickory Road is open to the traveling public. Developer agrees to install and maintain signage on the Property prohibiting westbound traffic from the Property in perpetuity, and shall periodically (at a minimum of at least once per year) notify tenants and occupants of the Property of this requirement, with successor tenants and occupants to also be notified forthwith upon their entry and use upon the Property, unless the City waives these requirements in the future. As are all other provisions of this Agreement, unless otherwise stated, these requirements shall run with the land and be binding upon Developer, owner and successors and assigns.

ARTICLE II CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project and term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. Developer shall provide, for review and approval by the City, a budget setting forth all of the costs for the Public Improvements (upon approval by the City Engineer, the "Approved Budget"). Developer shall make all of its records substantiating the costs of the Public Improvements available to the City Engineer or designee, including the monthly construction draws and backup information provided by Developer to its construction lender. Such information shall be held and treated as confidential trade secrets and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. In the event that the City receives any request to disclose any information that Developer labelled as confidential, the City shall provide Developer written notice and a copy of such request prior to disclosing the information.

C. In consideration of the performance by Developer of its obligations under this Agreement and recognizing that the Project would not occur without funding through the District, the City agrees to be responsible for the timely undertaking of the public infrastructure work generally described below and in the attached **Exhibit B** (collectively, the "City Work")

and to pay for the entire expense of such City Work without any cost, special assessment, special charge or other expense to the Property, to Developer or to Developer's successors and assigns, except as expressly set forth in this Agreement and provided that expenses for such City Work are intended to be eligible project costs under the Tax Increment Law and to be funded as such by tax increment in the District:

i. Not later than July 31, 2023, the City shall relocate (or cause American Transmission Company ("ATC") to relocate) power distribution transmission lines that intersect the Property to an alternative path that is located near the Property boundary lines as generally depicted on **Exhibit C** attached hereto. The City shall submit an application to ATC within 30 days from the execution of this Agreement, enter into a written agreement for such relocation with ATC within 180 days from the execution of this Agreement and diligently pursue and enforce all of the ATC's obligations under such agreement, including but not limited to completion by July 31, 2023.

The parties recognize that the Second Building in the Project cannot be developed unless the ATC power transmission lines have been relocated as contemplated in this subsection i. and that Developer is entering into this Agreement in reliance upon the understanding that the ATC power transmission lines will be timely relocated to reasonably accommodate the development, construction, leasing and operation of the Second Building. Accordingly, any delay in relocation of the ATC power lines shall be deemed a Force Majeure Event and the City shall diligently pursue its rights and remedies under any agreement with ATC to cause ATC's timely relocation of the ATC power transmission lines.

ii. Not later than December 31, 2022, the City shall acquire right-of-way for, design, construct, and install water and sewer and open to the traveling public Hickory Street extending from Oakwood Road at the north to Elm Road to the south. The City shall design and bid all work for Hickory Street not later than July 31, 2022 and shall enter into a construction contract with a qualified contractor requiring substantial completion by December 31, 2022 and implementing customary remedies for diligent construction and completion.

D. The City acknowledges that timely completion of the City Work consistent with this Article II and in a good and workmanlike manner is essential for the construction, completion, leasing, occupancy and operation of the Project. The City shall keep Developer reasonably informed during all phases of the design, bidding and construction of the City Work and the City shall include in all contracts relating to the City Work those deadlines set forth in Subsection C. above. The City shall undertake reasonable efforts to accommodate Developer's development, construction, leasing and operation activities on the Property and for the Project while any City Work remains incomplete, including but not limited to issuing building and occupancy permits for buildings in the Project and authorizing and permitting customer, employee, truck and delivery vehicle access on Oakwood Road and other nearby roads, as may be available pursuant to applicable governmental laws, codes, rules and regulations. If Developer provides written notice to the City Engineer that (i) any aspect of the Project is being delayed or obstructed due to the pendency of the City Work or (ii) any portion of the City Work is not progressing as contemplated in this Agreement, Developer, the City Engineer and the City's contractor(s) shall meet within ten business days of such notice, and the City shall implement (or cause its contractors, ATC and/or any other governmental bodies, as appropriate

to implement) any reasonable corrective action. The City also shall diligently pursue and enforce all obligations and deadlines set forth in any contracts or agreements relating to the City Work.

E. In consideration for the Public Improvements and other improvements generally serving the public benefit, and as an offset to Developer's increased costs arising from Public Improvements and other improvements generally serving the public benefit and the Project generally, the City agrees to pay directly to contractors actual costs incurred for Public Improvements and other improvements generally serving the public benefit and/or the Project in the amount of \$750,000.00 (the "Offset"), within 30 days of occurrence of all of the following:

1. Commencement of construction of the first building in the Project;
2. Developer's provision of the evidence of sufficient debt and equity commitments, consistent with Section IC. above; and
3. The City's receipt of a draw request, approved by Developer, Developer's construction lender and the title insurer disbursing Developer's construction loan and Developer's certification that all Developer's equity was previously disbursed to pay costs of the Project.

F. The parties acknowledge that the Offset shall constitute the City's acquisition of Public Improvements to the maximum extent identified in the records provided under Section IIB. above and consistent with the Approved Budget.

G. As noted in Sections C. and E. above, the City is relying upon the tax increment to be generated from the Project to pay its expenses to complete the City Work and to fund the Offset. To ensure that sufficient tax increment is available from the Project:

1. The City shall not be obligated to commence any City Work until the Developer has commenced construction of the first building in the Project, and the City shall not be obligated to pay the Offset until all conditions under Subsections E.1., 2. and 3. have been satisfied.
2. If the City has timely performed all of its obligations relating to the City Work and paid Developer the Offset but, during the unexpired life of the District, the Project is not generating tax increment consistent with the guaranteed assessed values as set forth in the schedule attached hereto as **Exhibit D**, Developer shall become liable to pay to the City annual differential payments equal to [a] the amount of property taxes that would have been assessed against the Project if the Property were assessed, as of January 1 of the year in question, at the value set forth in the attached **Exhibit D**, less [b] the amount of annual property taxes actually paid for that year with respect to the Property. Amounts due from Developer under this subsection shall be guaranteed by Stewart M. Wangard, as long as the Developer, or any entity in which Stewart M. Wangard holds an ownership interest, owns the Property, but the guaranty of Stewart M. Wangard shall be deemed released upon sale of the Property to an unrelated third party. If

the Property is sold to an unrelated party (thereby releasing the guaranty of Stewart M. Wangard), any amount due under this subsection shall be levied as a special assessment against the Property, and/or also otherwise levied and/or collectible by the remedies set forth in Article III below, based on the same calculations, throughout the remainder of the unextended life of the District. If the Developer subdivides the property at any time during the unextended life of the District, the guarantee and/or special assessment and/or other remedies will be calculated separately for each parcel. The City shall reimburse Developer for any differential payments actually made by Developer or Stewart M. Wangard from available tax increment generated from the Project in future years during the unextended life of the District, provided however that tax increment shall only be deemed to be "available" to the extent that it exceeds the amount of all other project costs incurred for the District and otherwise unencumbered or otherwise unspent. The reimbursement for any differential payments actually made, if applicable, will only be made if the Developer is the owner of the property at the time of consideration of such reimbursement.

H. In the event that Developer determines, in Developer's sole discretion, to construct a third industrial building of not less than 75,000 square feet on the Property with a development cost of not less than \$5,000,000, the City agrees to negotiate, in good faith, to consider an appropriate incentive to Developer.

ARTICLE III PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, Developer will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that Developer gives the City written notice in advance of initiating any such contest.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of twenty (20) years thereafter (the "PILOT Term"), then the Developer or any successor Developer and/or owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's obligations under this Article IV upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by

law. If the Developer or any successor Developer fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this Article shall be the personal obligation of the person or entity that is the Developer and/or owner, successors and assigns of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all Developers and/or owners, successors and assigns of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or owners of the Property.

**ARTICLE IV
NO PARTNERSHIP OR VENTURE**

Subject to and conditioned upon the timely performance of the City obligations set forth in Article II above, Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

**ARTICLE V
CONFLICT OF INTEREST**

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

**ARTICLE VI
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by electronic mail, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin

9229 West Loomis Road
Franklin, WI 53132
Attention: Calli Berg, Director of Economic Development
Email: CBerg@franklinwi.gov

With a Copy to: City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention: Sandra L. Wesolowski, City Clerk
Email: SWesolowski@franklinwi.gov

If to the Developer: Oakwood Industrial LLC
1200 N. Mayfair Rd, Suite 310
Milwaukee WI, 53226
Attention: Stewart M. Wangard
Email: swangard@wangard.com

With a Copy to: Oakwood Industrial LLC
1200 N. Mayfair Rd, Suite 310
Milwaukee WI, 53226
Attention: Matt Moroney
Email: mmoroney@wangard.com

**ARTICLE VII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder (“Default”):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(e) adopts a plan of complete liquidation of its/his assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (including but not limited to timely completing and paying for the City Work or paying the Offset), and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially

reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE VIII MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

(i) Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

(ii) During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the City; and

(iii) During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

(iv) Such other insurance as may be reasonably requested by the City.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

Upon any damage to or destruction of any building improvement within the Property, Developer shall timely repair or rebuild the building improvement to the same specifications of

the building improvement as previously approved by the City for which a certificate of occupancy was issued and pursuant to this Agreement, or better, and all as provided pursuant to Subsection J. below.

C. Subject to and conditioned upon the City's timely performance of the City obligations set forth in Article II above and one or more Force Majeure Events as set forth in Section F. of this Article, if the Developer does not substantially complete construction of the Project by the Completion Date, then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within thirty (30) days (or such longer time as may reasonably be required) following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate the District. Upon a termination by the City, the Developer shall repay to the City all funds disbursed to Developer by the City pursuant to this Agreement.

D. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of the its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

E. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation,

any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(ii) The negligent or willfully wrongful construction of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(iii) The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during Developer Construction Period;

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

F. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood,

riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, pandemic, or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

G. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

H. All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City. The Developer warrants and represents the accuracy of all such financial reports and information. At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. During the life of the District, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is customary for the purposes of property valuation, which information shall be maintained in confidence pursuant to laws and other rules.

I. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer, Wangard Partners, Inc. or Wangard LLC without the consent of the City. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender for the Project without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developer of the Property, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

J. Subject to and conditioned upon the City's timely performance of the City obligations set forth in Article II above, Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the date of the expiration and closure of the District.

K. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

L. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit F**.

M. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

[Signature page(s) follow.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

**DEVELOPER:
OAKWOOD INDUSTRIAL LLC**

By: _____
Stewart M. Wangard, Manager
Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2021, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Oakwood Industrial LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
Stephen R. Olson, Mayor
Date: _____

By: _____
Paul Rotzenberg, Director of Finance and
Treasurer
Date: _____

Attest: _____
Sandra L. Wesolowski, City Clerk
Date: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2021, the above-named Stephen R. Olson, Paul Rotzenberg and Sandra L. Wesolowski, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney
Date: _____

This instrument was drafted by:

LIMITED GUARANTY

The undersigned Stewart M. Wangard (“Guarantor”), individually, guaranties the payment by the Developer of any amount due from the Developer to the City pursuant to Section II(G)(2). In the event that the City reasonably determines that an annual differential payment will be due from Developer in any year commencing with the 2023 tax year, the City shall provide Developer and Guarantor written notice and a calculation of the amount of the annual differential payment on or about January 1 of the following year, and Guarantor shall pay such differential payment to the City no later than January 31 of the year invoiced. If Guarantor fails to pay such differential payment to the City by March 1 of the year invoiced, the City may declare the Guarantor to be in default under this Limited Guaranty and may pursue any remedies available in law or in equity. This guaranty shall be deemed released upon sale of the Property to an unrelated third party.

Dated this ____ day of November, 2021.

Stewart M. Wangard

EXHIBIT A

Property Legal Description

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

EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1989, REEL 2329, IMAGE 410, AS DOCUMENT NO. 6275397, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 88° 36' 23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60.01 FEET TO A POINT; THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30.01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60.01 FEET TO A POINT; THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID 1/4 SECTION, 30.01 FEET TO THE POINT OF BEGINNING. FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006 AS DOCUMENT NO. 9255626, FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO. 10958156.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO. 950-9997-001

EXHIBIT B

CITY WORK

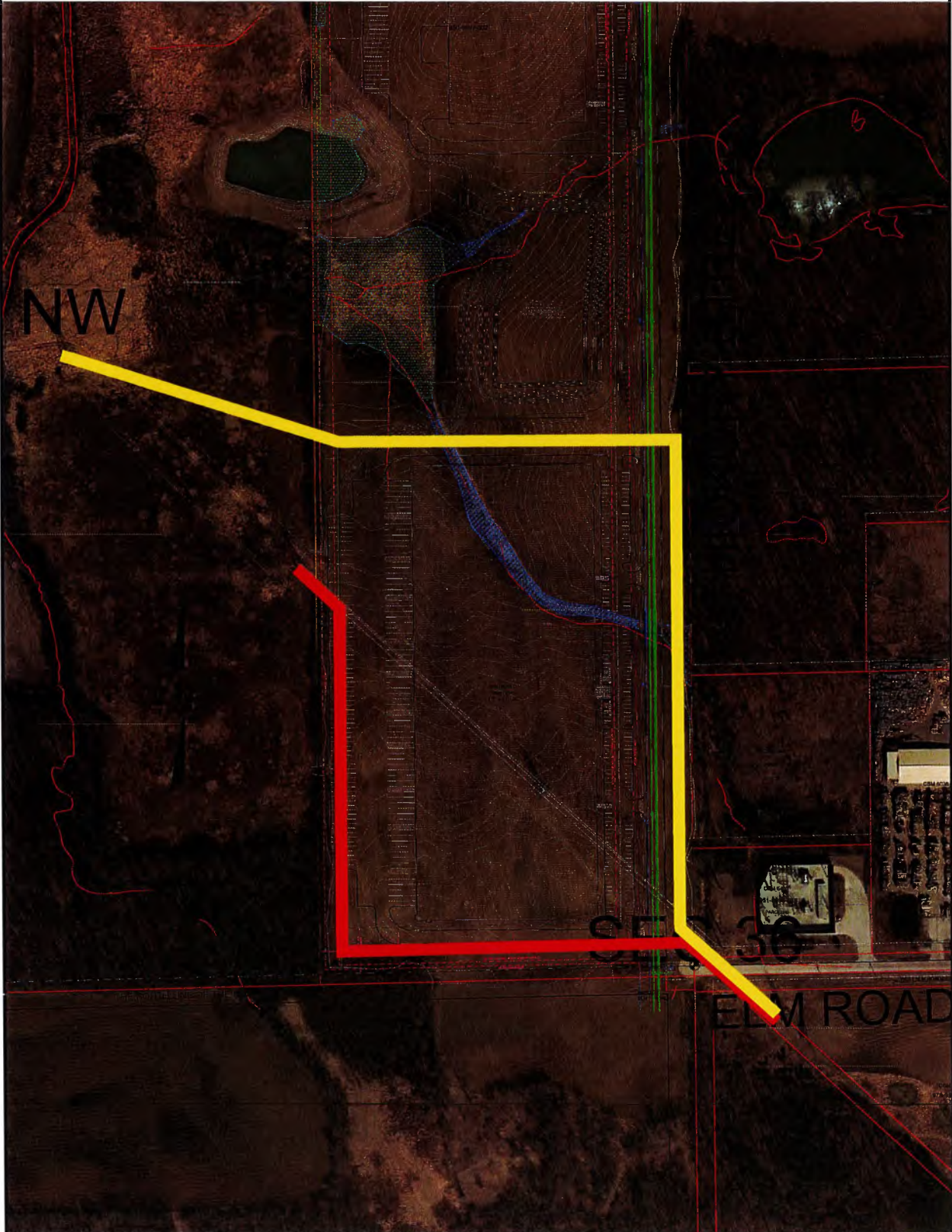
Relocation of American Transmission Company power distribution transmission lines that intersect the Property.

Hickory Street, including road, sanitary sewer and water extensions from Oakwood Road to Elm Road.

Plans will be on file in the office of the City Engineer.

EXHIBIT C
Transmission Line Relocation Plan

WENDT FARM
FRANKLIN, WI



LEGEND

-  Option A
-  Option B



EXHIBIT D

**SCHEDULE OF ANNUAL PROPERTY TAX LIABILITY AND POTENTIAL
DIFFERENTIAL PAYMENTS**

Year # (of TID)	Tax Year (As of 1/1)	Budget/Revenue Year	Assessed Value (\$)
2	2022	2023	\$0
3	2023	2024	\$7,859,000
4	2024	2025	\$18,509,000
5	2025	2026	\$30,000,000
6-20	2026-2040	2027-2041	\$33,000,000

EXHIBIT E

Form of Certification of Completion

FORM OF CERTIFICATE OF COMPLETION

_____, 20__

City of Franklin

Attn: _____

Re: Certificate of Completion
Ladies & Gentleman,

This Certificate is being delivered pursuant to the Development Agreement dated as of November _____, 2021 between the undersigned and the City of Franklin, Wisconsin.

The undersigned hereby certifies the Project has been completed in accordance with the requirements of the terms and conditions of the Development Agreement and that an occupancy certificate for the Project has been issued, a copy of which is attached hereto.

OAKWOOD INDUSTRIAL LLC

By: _____
Stewart M. Wangard, Manager

EXHIBIT F

Memorandum of Development Agreement

Document Number	<p style="text-align: center;">MEMORANDUM OF DEVELOPMENT AGREEMENT</p> <p style="text-align: center;">Document Title</p>
<p>THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2021, by and between Oakwood Industrial LLC, a Wisconsin Limited Liability Company, successors and assigns ("Developer"), and the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City").</p>	
<p>WITNESSETH:</p>	
<p>WHEREAS, Developer and the City entered into that certain Development Agreement dated _____, 2021 ("Development Agreement"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and</p>	
<p>WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.</p>	
<p>NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows:</p>	
<p>1 PROPERTY. The "Property" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on <u>Exhibit A</u> attached hereto.</p>	
<p>2. TERM. The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.</p>	
<p>3. NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING. This Memorandum is only a summary of some of the terms and conditions contained in the Development</p>	
<p>Recording Area</p> <hr/> <p>Name and Return Address</p> <hr/> <p style="text-align: center;">PIN</p>	

Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CITY:

OAKWOOD INDUSTRIAL LLC

CITY OF FRANKLIN

By: _____
Name:
Title:

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2021, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of Oakwood Industrial LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2021, the above-named Stephen R. Olson and Sandra L. Wesolowski, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:

EXHIBIT A

LEGAL DESCRIPTION

Certified Survey Map No. _____

Tax Key No. _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE November 16, 2021
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AUTHORIZE AMENDMENT 4, TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR PHASE 2- FINAL DESIGN AND BIDDING OF S. HICKORY STREET FROM W. ELM ROAD TO W. OAKWOOD ROAD IN THE AMOUNT OF \$257,750	ITEM NUMBER G.23.

BACKGROUND

Ruekert & Mielke has been assisting the City with the development of the Franklin Corporate Park in the vicinity of S. 27th Street, W. Oakwood Road, W. South County Line Road, and the Root River. Tax Increment District (TID) No. 8 has been created for this same area. On November 2, 2020, the Common Council authorized Ruekert & Mielke, Inc. to perform a preliminary design for this road to assist potential developers.

ANALYSIS

There are three potential developments along W. Oakwood Road that need S. Hickory Street. One is anticipated to have a developer's agreement signed at this Common Council meeting. City commitments in those developers agreements are anticipating that this road will be substantially complete by the end of 2022.

Recent consideration has been given to provide the full stormwater needs within the existing right-of-way. This idea will require additional effort to design and permit.

Staff also requests that this project be bid as soon as possible. Any construction contract will return to Common Council for authorization.

Ruekert & Mielke has performed well on all tasks in the Franklin Corporate Park to date and there is no reason to change consultants.

OPTIONS

Accept or Reject Resolution authorizing Ruekert & Mielke to proceed with the design.

FISCAL NOTE

These costs are considered in the financing of Tax Increment District No. 8. Current construction estimate is expected to cost \$3.5 million.

COUNCIL ACTION REQUESTED

Authorize Resolution 2021-_____ a resolution to authorize Amendment 4, to Task Order 5 to Ruekert & Mielke, Inc. for phase 2- final design and bidding of S. Hickory Street from W. Elm Road to W. Oakwood Road in the amount of \$257,750.

In addition, direct Staff to proceed with bidding out the S. Hickory Street improvements at the earliest possible opportunity.

Engineering: GEM

Amendment 4 To Task Order No. 5 - consisting of 7 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a. Effective Date of Task Order 5: June 5, 2018
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

- a. Engineer shall perform the following Additional Services for the design of new pavement and storm sewers along S. Hickory Street from W. Elm Road to W. Oakwood Road:

Phase 2 – Final Design and Bidding

- Topographic survey of farmstead demolition site using drone technology.
- Coordinate with engineer for developer of the Wendt Family Trust parcel.
- Update preliminary design of horizontal alignment, vertical alignment and typical cross section of new S. Hickory Street pavement.
- Update preliminary design of storm sewer system serving the new S. Hickory Street pavement.
- Update preliminary design of storm sewers that carry stormwater runoff from off-site areas east of S. Hickory Street under the street to the Wendt Family Trust parcel property line.
- Update preliminary design of cross sections along new S. Hickory Street pavement.
- Design underground stormwater storage for management of stormwater runoff from the S. Hickory Street pavement. Underground storage facility will be located adjacent to the new pavement within the existing S. Hickory Street right-of-way.
 - Prepare location plan and profile of underground storage cells.
 - Prepare grading plan of bioretention facilities over the underground storage cells.
 - Prepare bioretention facility restoration plan.
 - Prepare maintenance plan for storm water storage facility
- Prepare storm water management plan for S. Hickory Street pavement runoff.
- Design street lighting system along the new S. Hickory Street pavement.
- Prepare temporary traffic control plan for Oakwood Road.
- Revise draft construction drawings and prepare new drawings including title sheet, general notes, typical pavement cross section, erosion control plan, traffic control plan, underground stormwater management facilities, pavement plan and profile sheets,

street lighting system, intersection details, pavement markings, construction details and cross sections.

- Prepare technical specifications and bidding documents.
 - Coordinate with utility companies that have existing facilities within the work zone.
 - Develop quantities and prepare detailed construction cost estimate.
 - Provide revised draft construction drawings, technical specifications, bidding documents and construction cost estimate to City Staff and engineer for developer of the Wendt Family Trust parcel for review.
 - Attend up to 6 periodic meetings with City Staff and development team.
 - Address preliminary design review comments from City.
 - Prepare 2 legal descriptions and exhibits to be used for public storm sewers on the Wendt Family Trust parcel serving off-site drainage from areas east of S. Hickory Street.
 - Prepare final construction drawings, technical specifications and bidding documents.
 - Prepare MMSD Chapter 13 approval application.
 - Prepare Natural Resource Protection Plan (NRPP) and Natural Resource Special Exemption (NRSE) for impacts to natural resources (if required).
 - Prepare application for a general permit for wetland impacts from the Wisconsin Department of Natural Resources (DNR), if required.
 - Prepare application for a construction site stormwater discharge permit (NOI) from DNR.
 - Prepare application for determination of jurisdiction from US Army Corps of Engineers (USACOE), if required.
 - Submit final bidding documents to Quest for public bidding.
 - Provide public bidding services including:
 - Consultations with City Staff.
 - Answering bidder questions.
 - Preparation of routine addendums.
 - Attend bid opening.
 - Review bids.
 - Preparation of cost comparison of bidders.
 - Preparation of recommendation of award letter.
 - Preparation of notice of award.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
- No changes.
- c. Services specifically excluded from this amendment because they are already completed or determined to be unnecessary for the scope of this amendment are as follows:
- Additional topographic survey for design, permitting or approval except for farmstead demolition site.
 - Design of storm sewers on Wendt Family Trust parcel.
 - Wetland investigations and delineations of the project site or mitigation site(s), if any.
 - Permits and approvals from the DNR and the USACOE for compensatory mitigation plan site(s), if any.
 - Agreements, deed restrictions, conservation easements or other covenants for compensatory mitigation plan site(s), if any.

Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- Traffic impact analyses.
 - Geotechnical investigations.
 - Phase 1 Environmental assessments and investigations.
 - Historical and cultural investigations.
 - Property boundary surveys.
 - Flood plain investigations and studies
 - Tax Incremental Financing District planning or administration.
 - Title Reports.
 - Special Assessments.
 - Application for an individual permit for wetland impacts from the DNR.
 - Compensatory mitigation plans for impacted environmental resources for federal or state purposes.
 - Construction phase services.
- d. The responsibilities of Owner with respect to the Task Order are modified as follows:
- Provide details of preferred construction materials to be used.
 - Acquire real property necessary to construct public storm sewer improvements outside of public rights-of-way to serve stormwater runoff from off-site areas outside of the S. Hickory Street corridor.
 - Identify at least two locations that are feasible for compensatory mitigation of impacted environmental resources.
 - Negotiations and agreements with landowners.
 - Expedite City review and approval processes.
 - Pay permit and approval application fees.
 - Provide Project Manager to coordinate Owner's activities.
 - Provide legal services as required for Project.
 - Attend Project meetings.
 - Coordinate with City financial and insurance advisors.
- e. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
- Ruekert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
 - Basic Services for Phase 2 – Final Design and Bidding: \$257,750.00.
 - The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.
- f. The schedule for rendering services under this Task Order is modified as follows:
- Phase 2 - Final Design and Bidding services will commence upon authorization and is scheduled to be completed and ready for bidding at a mutually agreeable time in late winter or spring of 2022 for construction during the 2022 construction season. The intent of the project schedule is to have the asphalt pavement installed and ready for use by November 1, 2022.

3. Other Modifications to Agreement and Exhibits:

- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
 - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2021.
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2021.

4. Attachments:

- Revised Exhibit A dated November 21, 2019
- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2021.
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2021.

5. Consultants retained as of the Effective Date of the Task Order:

- TRC Environmental Corporation.
- Grindeland Engineering – electrical Consulting & Design

6. Task Order 5 Summary (Reference Only)

a.	Original Task Order amount:	\$ 1,201,850.00
b.	Net change for prior amendments:	\$ 77,714.00
c.	This amendment amount:	\$ 257,750.00
d.	Adjusted Task Order amount:	\$ 1,537,314.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is November 16, 2021.

OWNER:

By: _____
Name: Stephen R. Olson
Title: Mayor
Date
Signed: _____

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk
Date
Signed: _____

By: _____
Name: Paul Rotzenberg
Title: Director of Finance and Treasurer
Date
Signed: _____

APPROVED AS TO FORM:

By: _____
Name: Jesse A. Wesolowski
Title: City Attorney
Date
Signed: _____

ENGINEER:

By: *Steven C. Wurster* Digitally signed by Steven C Wurster
Date: 2021.11.11 14:08:38 -06'00'
Name: Steven C. Wurster, P.E. (WI, IL)
Title: Vice President/COO
Date
Signed: November 11, 2021

Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2021

MISCELLANEOUS

Mileage

For Engineers and Technicians	61/mile
For Construction Review Technicians	65/mile
For Survey Crews	82/mile

Print Productions	50/sq foot
Color copies	50/page
B&W copies	20/page
Color plots	2 50/sq foot
Scanning	60/scan
GPS equipment	135 00/day
ATV fee	125 00/day
Robotics equipment	135 00/day

Appendix 2 to Exhibit C – Standard Hourly Rates Schedule – 2021

STANDARD HOURLY RATES

ENGINEERING SERVICES

Engineer 1	\$ 107 00
Engineer 2	125 00
Engineer 3	134 00
Engineer 4 (Project Engineer)	153 00
Engineer 5 (PM)	163 00
Engineer 6 (Senior PM)	179 00
Engineer 7 (Team Leader)	197 00
Engineer 8 (President/VP's)	201 00
Engineer 9 (Company CEO)	255 00
Engineer Technician 1	102 00
Engineer Technician 2	112 00
Engineer Technician 3	124 00
Senior Engineer Technician	147 00

PROFESSIONAL CONSULTING SERVICES

Hydraulic Modeler	137.00
Senior Hydraulic Modeler	180.00
Ecologist / Biologist 1	100.00
Ecologist / Biologist 2	124.00
Senior Ecologist / Biologist	179.00
Economic Consultant 2	142.00
Economic Consultant 3	152.00
Senior Economic Consultant	198.00
IT/GIS Technician 1	100.00
IT/GIS Technician 2	111.00
IT/GIS Analyst 1	125.00
IT/GIS Analyst 2	141.00
IT/GIS Analyst 4	170.00
Asset Management Consultant	186.00
SCADA Analyst	170.00
Senior SCADA Analyst	184.00

SURVEYING SERVICES

Surveying Technician	\$ 94 00
Crew Chief/Surveyor	129 00
Professional Surveyor	142 00

STANDARD HOURLY RATES

CONSTRUCTION REVIEW SERVICES

Construction Review Technician 1	\$ 79 00
Construction Review Technician 2	94 00
Senior Construction Review Technician	108 00
Construction Review Manager	136 00
<i>Note Overtime rates will be 120% of standard rate for construction review services</i>	

ADMINISTRATIVE SERVICES

Administrative Assistant	80 00
Certified Public Accountant (Company CFO)	191 00

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021- _____

RESOLUTION TO AUTHORIZE AMENDMENT 4, TO TASK ORDER 5
TO RUEKERT & MIELKE, INC. FOR
PHASE 2- FINAL DESIGN AND BIDDING OF
S. HICKORY STREET FROM W. ELM ROAD TO W. OAKWOOD ROAD
IN THE AMOUNT OF \$257,750

WHEREAS, Franklin is developing a Franklin Corporate Park in the southeast corner of the City known as Tax Increment District 8 (TID8) through resolution 2020-7620; and

WHEREAS, Ruekert & Mielke is performing several professional services for TID8, including, but not limited to improvements of W. Elm Road and S. Hickory Street; and

WHEREAS, there is sufficient development to justify the construction of S. Hickory Street; and

WHEREAS, task order 5 of the Ruekert & Mielke agreement needs modification because of scope changes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Ruekert & Mielke be authorized to perform Amendment 4, to Task Order 5 for phase 2- final design and bidding of S. Hickory Street from W. Elm Road to W. Oakwood Road in the amount of \$257,750.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 16, 2021
Reports & Recommendations	<p style="text-align: center;">A RESOLUTION TO ENTER INTO A TRANSMISSION RELOCATION AGREEMENT WITH AMERICAN TRANSMISSION COMPANY, LLC FOR WORK ACROSS 3617 W OAKWOOD ROAD (TKN 950-9997-002) FOR \$60,000</p>	ITEM NO. <p style="text-align: center;">G.24.</p>

BACKGROUND

To accommodate development in Tax Increment District No. 8, some transmission power lines need to be relocated across the “3617 W. Oakwood Road Wendt property” aka the “Wangard Development” in the vicinity of W. Elm Road and S. Hickory Street (south of W. Oakwood Road).

ANALYSIS

American Transmission Company, LLC (ATC) is the owner of the power lines. Their first effort is a study report that will confirm location and other particulars of the relocation efforts. Note that the enclosed exhibit showing the relocation alignment will be slightly modified. This study report is expected to last three months and has an initial cost of \$60,000.

Among other issues, the study report will develop a cost estimate for the actual work. The actual work is currently anticipated to cost between \$1.2 million to \$1.7 million. It should be noted that steel prices have fluctuated greatly in the past few years. Common Council will be asked to sign another agreement to proceed with a known budget and the efforts to relocate the lines are expected to be done in 18-months.

OPTIONS

Accept or Reject Resolution authorizing ATC to proceed with the study.

FISCAL NOTE

These costs are considered in the financing of Tax Increment District No. 8.

RECOMMENDATION

Adopt Resolution 2021-_____ a resolution to enter into a Transmission Relocation Agreement with American Transmission Company, LLC for work across 3617 W Oakwood Road (TKN 950-9997-002) for \$60,000.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION TO ENTER INTO A
TRANSMISSION RELOCATION AGREEMENT WITH
AMERICAN TRANSMISSION COMPANY, LLC FOR WORK ACROSS
3617 W OAKWOOD ROAD (TKN 950-9997-002) FOR \$60,000

WHEREAS, the City is developing Franklin Corporate Park in the southeast corner of the City as part of Tax Increment District No. 8; and

WHEREAS, many improvements are needed to accommodate development, including relocation of some transmission power lines on the parcel across the “3617 W. Oakwood Road Wendt property” aka the “Wangard Development” in the vicinity of W. Elm Road and S. Hickory Street (south of W. Oakwood Road); and

WHEREAS, American Transmission Company LLC owns the transmission power lines and needs \$60,000 of effort to fully develop the relocation project expected to cost between \$1.2 million to \$1.7 million; and

WHEREAS, this effort is included in the April 3, 2020, project plan for Tax Increment No. 8; and

WHEREAS, this effort is now needed for a proposed development by Wangard Partners Inc.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City enter into a Transmission Relocation Agreement with American Transmission Company, LLC for work across 3617 W Oakwood Road (TKN 950-9997-002) for \$60,000.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____ GEM _____



MAILING ADDRESS P O Box 47 • Waukesha WI 53187-0047
(262) 506-6700 • Toll Free: 866 899 3204 • www.atcllc.com

September 27, 2021

Mr. Morrow

This letter provides the terms and conditions for the Transmission Relocation Study Agreement between American Transmission Company LLC (ATC) and the City of Franklin dated September 27, 2021 (copy enclosed) This letter establishes the amount of money required to proceed with the Transmission Line Relocation Study. See Exhibit B Transmission Feasibility Review Report for the payment amount and details of the project

Changes to the relocation project scope or schedule caused by the Requestor may affect ATC's cost and delivery date of the Transmission line Relocation Study. Please bring changes to our attention as soon as possible.

Please send payment to the address below and feel free to contact me with any questions

Attn Hannah Gorectke
American Transmission Company LLC
P.O Box 1421
Waukesha, WI 53187-1421


Regards,

Michael L Bradley

Michael L. Bradley, PE
T-Line Consultant Engineer

Enclosures

- Transmission Relocation Study Agreement
- Exhibit A. Project Map
- Exhibit B Transmission Feasibility Review Report

	Form	Department	Asset Management (Asset Maintenance)
		Document No	00
Title: Transmission Line Relocation Study Agreement		Revision No	00

Transmission Line Relocation Study Agreement

THIS AGREEMENT is entered into as of _____, 20__ between American Transmission Company LLC (hereinafter "ATC"), whose principal place of business is W234 N2000 Ridgeview Parkway Court, Waukesha, Wisconsin 53188-1022, and City of Franklin (hereinafter "Requestor") whose principal place of business is 9229 West Loomis Road, Franklin, WI 53132. ATC and Requestor may be referred to as "Party" or "Parties" as the context may require.

Representations:

- A. Requestor owns, or has an interest in a certain parcel of real property (Property) more fully described on Exhibit "A" to this Agreement, along or across which ATC owns or is the assignee of certain rights (Easement) entitling ATC to construct, own, operate and maintain electric transmission facilities (Existing Facilities).
- B. Requestor desires to construct upon, change, or otherwise modify the Property. Requestor is interested in determining the feasibility of and cost for ATC to relocate, reposition, reconstruct, or otherwise modify its Facilities located on the Property to permit Requestor to make Requestor's desired changes to the Property.
- C. ATC is willing to perform the analysis, study or evaluation of the relocation, repositioning, reconstruction or other change or modification to the Existing Facilities, but only upon certain terms, conditions and limitations.

Therefore, the Parties agree, as follows:

1. **Transmission Line Relocation Study** (hereinafter "Evaluation"). Upon payment by Requestor to ATC of the amount set forth below, ATC hereby agrees to perform the analysis, study or other evaluation of its Existing Facilities to determine the nature and extent of the change, modification or addition that would be required to accommodate the construction, relocation or modifications Requestor wishes to make to the use of the Property. ATC shall provide Requestor with a good faith estimate of the costs associated with the relocation, reconstruction, modification or change to its Facilities, including the costs associated with redirecting the transmission of energy on its system associated with Requestor's request. ATC shall further provide to Requestor a potential work plan for executing the requested relocation and exhibits showing relocated facilities on the Property. ATC agrees to perform the study using Good Utility Practice, as that term is generally accepted and understood in the electric utility industry. Requestor acknowledges and agrees that the evaluation of the relocation, reconstruction, modification or other change to the Existing Facilities may include an environmental assessment of the

Property to assure ATC that the reconstruction, relocation, change or modification of its Existing Facilities to a new location, or new configuration, conforms to the environmental requirements imposed upon ATC in the conduct of its business.

2. **Evaluation Study Costs and Payment.** Requestor hereby agrees to pay ATC its actual fully allocated direct labor, including payments made to third parties, incurred in performing the evaluation of the relocation, reconstruction, change or modification of the Existing Facilities. ATC hereby estimates that the total cost of the evaluation is in the amount of \$60,000. Notwithstanding the estimated amount, however, Requestor agrees to pay ATC the actual amount incurred by ATC in performing the evaluation study. Upon execution of this Agreement, Requestor shall pay ATC the estimated costs. Until such time as ATC shall have received the amount due at the time of execution of this Agreement, ATC shall have no obligation to perform any evaluation or study of the relocation, reconstruction, change or modification of the Existing Facilities.
3. **Evaluation Performance.** Upon receipt by ATC of the amount due from Requestor, ATC shall, within Ninety (90) days of the receipt of such payment, perform the evaluation or study of the Existing Facilities in accordance with Requestor's evaluation request. If ATC is unable, with the exercise of due diligence, to perform the evaluation within the Ninety (90) day period, ATC shall inform Requestor in writing concerning the delay, and shall provide Requestor with a good faith estimate of when the evaluation shall be completed.
4. **Evaluation Report.** Following the evaluation, ATC shall provide Requestor with a written report (Evaluation Report) regarding the evaluation of Requestor's request to relocate, reconstruct, modify or otherwise change the Existing Facilities to accommodate Requestor's change or modification to Requestor's existing structures or other use of the Property. Requestor acknowledges and agrees that ATC is not obligated in any manner, even after performing the evaluation, to reconstruct, relocate, change or otherwise modify its Existing Facilities, if to do so increases ATC's liability to its customers, to others, or increase ATC's costs of operating its Existing Facilities, or other elements of its electric transmission facilities or any other reason ATC deems necessary.
5. **Relocation Agreement.** Requestor and ATC acknowledge and agree that nothing in this Agreement obligates either Requestor or ATC to relocate, reconstruct, change or modify any Existing Facility of ATC or any existing structure or use of the Property by Requestor. In the event that the Parties determine that it is in their mutual interest to make such change or modification to the Existing Facilities, or to Requestor's structures or uses, the Parties shall enter into an agreement setting forth the specific terms, conditions and limitations associated with such reconstruction, relocation, change or modification to the Existing Facilities, Requestor's structures or uses.
6. **Invoice and Payment.** At the time ATC provides Requestor with the Evaluation Report, ATC shall provide Requestor with an invoice for the total amount of the direct, fully allocated labor costs, including all amounts paid to third parties in

performing the evaluation. ATC shall credit the amount paid with the execution of this Agreement. All amounts due for Requestor shall be payable within twenty (20) days following receipt of the invoice. Any amounts remaining unpaid thereafter, shall incur interest at the rate of twelve (12) per cent per annum, compounded daily until paid in full.

7. **General Provisions.** The following general provisions apply to this Agreement:

a. This Agreement contains the entire understanding between the Parties concerning the evaluation requested by Requestor, and all other prior arrangements, whether oral or written are merged into this Agreement. This Agreement may be modified only by another instrument in writing endorsed by both Parties.

b. This Agreement is subject to the laws of the State of Wisconsin and may be enforced in any court of competent jurisdiction having jurisdiction over the Parties. Each Party, to the extent permitted by law, waives the right to a trial by jury.

c. This Agreement is not intended to create any relationship between the Parties other than a contractual relationship, and no partnership, joint venture or principal and agent relationship is created or intended.

d. The Parties intend that the terms of this Agreement be broadly construed to effectuate the Parties intent. If any provision of this Agreement is found to be invalid or unenforceable, then the remaining provisions are to be construed broadly, to the greatest extent possible.

e. This Agreement is binding upon the heirs, successor and assigns, and may not be transferred, assigned or otherwise conveyed to any party without the written consent of the other Party, which shall not be unreasonably withheld or delayed.

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE SET FORTH ABOVE BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES.

REQUESTOR

Signed Name:

Date

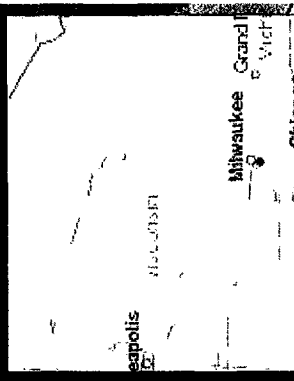
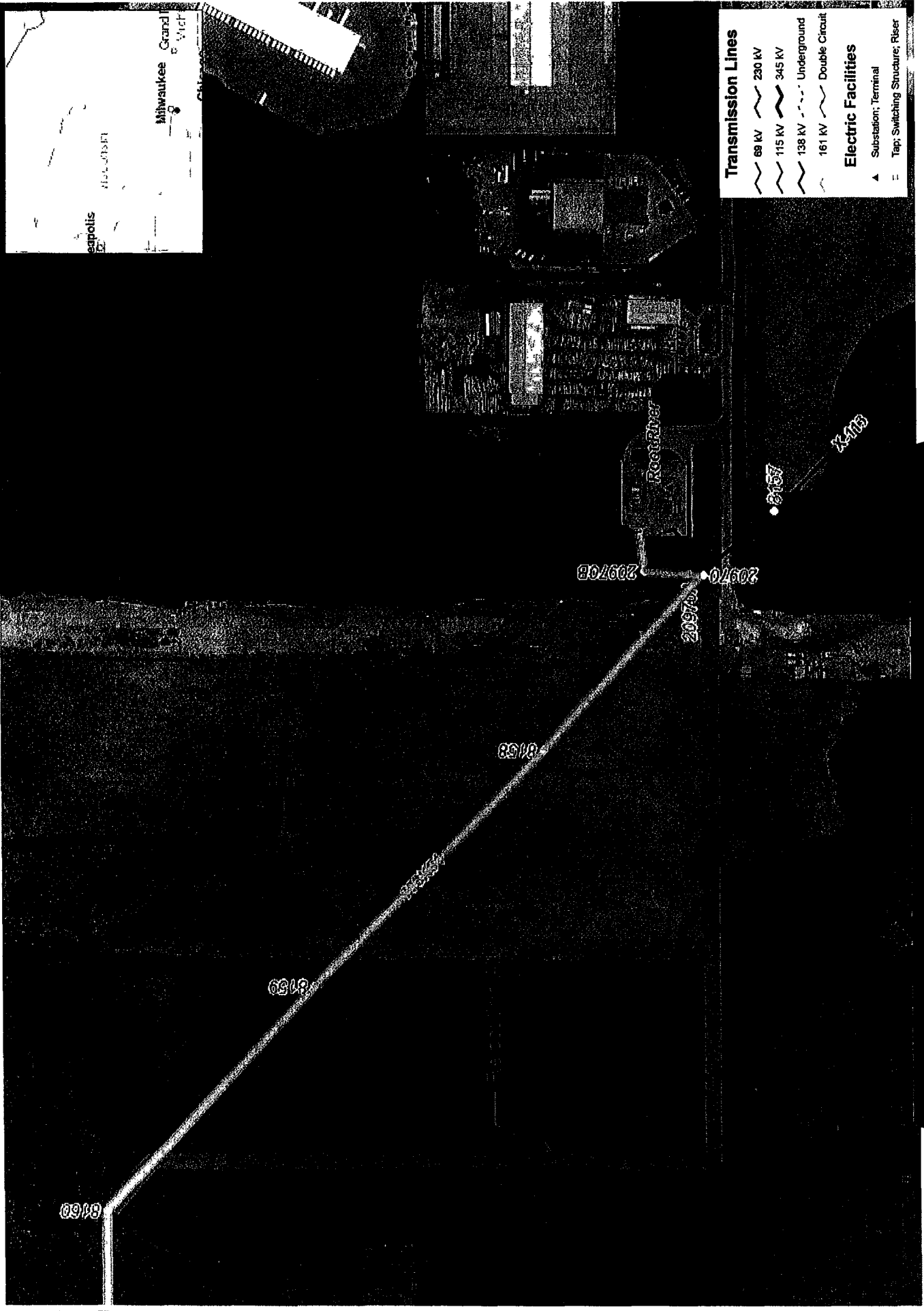
Printed Name:

**AMERICAN TRANSMISSION COMPANY LLC
A Wisconsin Limited Liability Company
By: ATC Management Inc., its Corporate Manager**

**Brad Vosters
Manager – Asset Technology and Services**

Date

**Exhibit A: Description of Property
Exhibit B: Relocation Feasibility Review Report**



Transmission Lines

- ~ 69 KV
- ~ 230 KV
- ~ 115 KV
- ~ 345 KV
- ~ 138 KV Underground
- ~ 161 KV Double Circuit

Electric Facilities

- ▲ Substation; Terminal
- ≡ Tap; Switching Structure; Riser

1:4,514

The information contained herein is advisory and intended for reference purposes only. ATC owned and operated facilities are approximated.



778K51 City of Franklin



Exhibit B: Transmission Line Relocation Study Report

1. Total Transmission Project Relocation Scope:

The City of Franklin is developing the “Franklin Business Park” within the property bordering West Oakwood Road on the north, South 27th Street to the east and 8 Mile Road (County Line Road) to the south in Franklin, Wisconsin. Currently ATC’s 138kV Circuit 778K51 cuts diagonally across the property limiting the growth potential of the Business Park. The City has requested Circuit 778K51 be relocated as shown in Exhibit A to allow for expansion of the Business Park.

- Transmission line electrical work: Construction Review
 - Install new steel transmission structures
 - Install new transmission conductor and shield wire
 - Remove existing above grade transmission facilities (structures and conductor and Shield wire)
- Engineering
 - Developing Alignment/Design
 - Geotechnical reports – Existing and New
 - Survey and staking of transmission structures and wires
 - Order Materials
- Identify required permits, easements, and environmental requirements

A map of the existing facilities and proposed transmission line is included in Exhibit A.

Transmission Line Relocation Study Scope will include the following:

- Identify project constraints and considerations (ROW, permits requirements, etc)
- Perform preliminary engineering activities (surveys, underground locates, alignment and preliminary structure locations)
- Refine cost, scope, and schedule
- Deliver Line Relocation Study Evaluation Report and Transmission Facility Relocation Agreement to Requester for Consideration

Assumptions/Risks:

1. New easement rights will be needed for the new ATC facilities. The requestor will be responsible for securing the easement rights for the new double circuit ATC 138kV. Requestor will acquire easements to ATC’s Standards
2. ROW width for new facilities is assumed to be 100 feet.
3. No impact to private property
4. Laydown area will be provided near project area at no cost.
5. Project area will require small amount of matting and restoration



Exhibit B: Transmission Line Relocation Study Report

6. There will be no conflicts with underground utilities or underground facilities may be relocated with no schedule impact or cost to ATC.
7. Assume that the FAA review will allow structure height.
8. The soil at structure locations assumed to average strength and will not have weak soils or shallow bedrock, which could increase installation costs.
9. New survey is anticipated
10. Steel Poles dead ends will be on concrete foundations and Steel Tangent will be direct buried.
11. Assume existing structures adjacent to the new line do not require replacement.
12. Material lead times (steel poles) are 46 weeks.
13. Vegetation clearing and matting required
14. Wetlands - Assume ¼ of easement width
15. Steel pole pricing and lead time as of 9/1/2021 and does not consider steel tariffs and any resulting cost or schedule impact.
16. Transmission line outage availability may drive construction timing for this project.

Total Transmission project cost estimate:

- Transmission Line Relocation Study: **\$60,000**
The bolded amount above is the amount due with the signed agreement.
- Total Transmission Project Relocation Cost Range: **\$1,200,000 - \$1,700,000**
(includes Transmission Line Relocation Study cost and tax gross up)

Total Transmission project relocation schedule:

Please note that a delay in the received agreement and payment dates will delay the remaining milestone dates accordingly. In addition, if the signed agreements and payments come in early there would be opportunity to expedite the schedule accordingly.

- 11/15/2021: ATC to receive signed Transmission Line Relocation Study Agreement and Payment
- 02/15/2022: ATC to deliver Line Relocation Study Evaluation Report and Transmission Facility Relocation Agreement
- 03/01/2022: ATC to receive Transmission Facility Relocation Agreement and Payment
- 04/01/2023: Construction Start
- 06/15/2023: Construction Finish
- 10/01/2023: ATC to deliver Final Report and True-Up

<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;">11/16/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization of an Application for a State Trust Fund Loan for Future Tax Incremental District (TID) #8 Obligations</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.25.</p>

Staff is requesting authorization to proceed with filing an application with the State Trust Fund Loan Program to secure any funds needed in the near future for a Developer's Agreement in TID #8.

If such application is made, the potential borrowing would be brought back to Council to consider authorization of any such borrowing.

COUNCIL ACTION REQUESTED

A motion to authorize staff to file an application with the State Trust Fund Loan Program for future TID #8 obligations.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/16/21
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of November 16, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

License Committee

Agenda*

Alderman Room

November 16, 2021 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New	Mueller, Jackelyn F Iron Mike's			
Operator 2021-2022 New	Vargas, Isaiah J Sendik's Food Market			
"Class A" Beer & Liquor Change of Agent 2021-2022	Mega Marts, LLC DBA – Pick 'n Save #6431 7780 S. Lovers Lane Rd. Mark Waraksa			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Civic Celebration Fee Waivers: Operator's Licenses, Temporary Class "B" Beer & Wine License, Temporary Entertainment & Amusement License, Soda License, and Park Permits Dates of Event: 7/1/2022 – 7/4/2022 Location: Franklin City Hall, Lions Legend Park 1			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	VFW Post 10394 (Franklin/Hales Corners) – St. Martin's Fair Fee Waivers: Operator's Licenses, Temporary Class "B" Beer, St. Martin's Fair Permit Dates of Event: 9/4/2022 – 9/5/2022 Location: Post Property, 11300 W. Church St.			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Fleet Reserve Association Branch 14 – St Martin's Fair Fee Waivers: St. Martin's Fair Permit Dates of the Event: Sept 4 – 5, 2022 Location: St. Martin's Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St. Martin of Tours Parish – St Martin's Fair Fee Waivers: St. Martin's Fair Permit Dates of the Event: Sept 4 – 5, 2022 Location: St. Martin's Labor Day Fair			
		Time		
3.	Adjournment			

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

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/16/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated November 2, 2021 through November 11, 2021 Nos 185151 through Nos. 185317 in the amount of \$ 4,389,167.13 Also included in this listing are EFT's Nos 4744 through Nos. 4756, Library vouchers totaling \$ 370.81, Tourism vouchers totaling \$150,000 00 and Water Utility vouchers totaling \$ 997,854.67 Voided checks in the amount of (\$ 572 46) are separately listed</p> <p>Early release disbursements dated November 2, 2021 through November 10, 2021 in the amount of \$ 1,920,104.73 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920</p> <p>The net payroll dated November 5, 2021 is \$ 403,880.33, previously estimated at \$ 409,000 Payroll deductions dated November 5, 2021 are \$ 228,912.34, previously estimated at \$ 237,000.</p> <p>The estimated payroll for November 19, 2021 is \$ 413,000 with estimated deductions and matching payments of \$ 460,000.</p> <p>The estimated payroll for December 3, 2021 is \$ 405,000 with estimated deductions and matching payments of \$ 235,000.</p> <p>Attached is a list of property tax distributions Nos 17933 dated November 2, 2021 through November 11, 2021 in the amount of \$ 8,911.47. These distributions have been released as authorized under Resolution 2013-6920</p> <p>Approval to release payment to ATC in the amount of \$60,000 in project costs for TID 8 developer's agreement, if the ATC agreement is authorized by the Common Council on November 16, 2021</p> <p>Approval to release payment to Trust Account Kamenick Law Office LLC in the amount of \$23,000.00 for fees in regard to Seymer v City of Franklin, Milwaukee County Case No 2020-CV-3506</p> <p>The Library Board has not approved November 2021 vouchers for payment as of this writing. Approval of the Library vouchers will be considered at the November 22, 2021 meeting. Upon their approval, request is made to authorize the release of these payments not to exceed \$ 25,000 00</p>		

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of November 11, 2021 in the amount of \$ 4,389,167 13 and
- Payroll dated November 5, 2021 in the amount of \$ 403,880 33 and payments of the various payroll deductions in the amount of \$ 228,912.34, plus City matching payments and
- Estimated payroll dated November 19, 2021 in the amount of \$ 413,000 and payments of the various payroll deductions in the amount of \$ 460,000, plus City matching payments and
- Estimated payroll dated December 3, 2021 in the amount of \$ 405,000 and payments of the various payroll deductions in the amount of \$ 235,000, plus City matching payments and
- Property tax distributions with an ending date of November 11, 2021 in the amount of \$ 8,911 47 and
- Approval to release payment to ATC in the amount of \$ 60,000.00 and
- Approval to release payment to Trust Account Kamenick Law Office LLC in the amount of \$23,000 and
- Approval to release Library vouchers not to exceed \$25,000 00

ROLL CALL VOTE NEEDED