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

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, NOVEMBER 2, 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 October 19, 2021.
- D. Hearings - A proposed An 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.
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 within the item G.1 of this meeting agenda packet materials.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Applications to Amend the City of Franklin 2025 Comprehensive Master Plan 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 Numbers 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).

Common Council Meeting Agenda

November 2, 2021

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2. A Resolution Awarding the Sale of \$2,070,000 General Obligation Promissory Notes, Series 2021A.
3. Project Updates for Ballpark Commons.
4. Franklin Civic Celebrations Commission Report for the July 2-4, 2021 Civic Celebrations Event, Request for Spending Authority for 2022 and Summary of 2021 Activities.
5. Motion to Allow the Director of Health and Human Services to Accept the 2022 Clean Sweep Unwanted Prescription Drug Grant.
6. Motion to allow the Director of Health and Human Services to Sign the Continuing Mutual Assistance Agreement (MAA) with the Southeast Wisconsin (Region 7) Healthcare Emergency Readiness Coalition (HERC), Inc.
7. 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).
8. 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 thereto (Payne & Dolan, Inc., Owner and Applicant).
9. 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.
10. Authorization for the Department of Public Works to Purchase Two Replacement Fuel Dispensers.
11. Introduction of an Ordinance to Amend § 30-1. of the Municipal Code to Establish Aldermanic District and Ward Boundaries.
12. Review of Pending Changes to Tax Collection Software.
13. September 2021 Monthly Financial Report.
14. 2022 Proposed Budget.
15. Recommendation to Correct a Recently Identified 2021 Health Plan Issue Related to the HRA/HSA and Amend the 2022 Health Insurance Plan Design Related to the HRA/HSA.
16. Consideration of an Amendment to Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), Velo Village - Franklin, Wisconsin (Project). The Common Council may enter closed session 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.
17. Potential Acquisition of Property for Public Park Purposes in the General Southwest Area of the City of Franklin. The Common Council May Enter Closed Session 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.

- 18. 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) 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 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 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.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of November 2, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

November 4	Plan Commission Meeting	7:00 p.m.
November 16	Common Council Meeting	6:30 p.m.
November 19	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
OCTOBER 19, 2021
MINUTES

C.

- | | | |
|--|------|---|
| 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 Shari Hanneman, Alderman Mike Barber, and Alderman John R. Nelson. Not present was Alderwoman Kristen Wilhelm. 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 6:32 p.m. and closed at 6:34 p.m. |
| MINUTES
OCT. 5, 2021 | C. | Alderman Barber moved to approve the minutes of the regular Common Council meeting of October 5, 2021 as corrected. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| ORGANIZATIONAL
BUSINESS | E. | The Mayor withdrew the appointment at this time of Craig Paulson to the Finance Committee. |
| 2020-2021 LIBRARY
ANNUAL REPORT | G.1. | No action was taken following an Annual Report presentation by Director Jennifer Loeffel on the 2020-2021 activities and initiatives of Franklin Public Library. |
| CONCEPT REVIEW
UNITED FINANCIAL
GROUP, INC. | G.2. | No action was taken following a presentation by United Financial Group, Inc. for the Concept Review of a mixed-use development located at 9661, 9745, and 9821 W. Loomis Road, 9710, 9760, and 9824 W. St. Martins Road, and 9530 W. Puetz Road. (9760 W. St. Martins Road) (Financial Group, Inc., Applicant). |
| RES. 2021-7789
EASEMENTS AND
DONATION OF
OUTLOT FROM
LOOMIS & RYAN,
INC. IN RYAN
MEADOWS SUBD. | G.3. | Alderman Barber moved to adopt Resolution No. 2021-7789, A RESOLUTION TO ACCEPT PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT ON LOT 84 (TKN 891-1084-000) AND ACCEPT DONATION OF OUTLOT 3 (TKN 891-1087-000) FROM LOOMIS & RYAN, INC. IN RYAN MEADOWS SUBDIVISION ALONG W. CHICORY STREET, subject to potential minor changes by the City Engineer and City Attorney. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| RES. 2021-7790
CSM
W. OAKWOOD RD.
AND S. 27TH ST. | G.4. | Alderwoman Hanneman moved to adopt Resolution No. 2021-7790, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE |

HSA COMMERCIAL,
INC., APPLICANT

NORTHEAST 1/4 OF SECTION 36, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, APPLICANT) (GENERALLY AT WEST OAKWOOD ROAD AND SOUTH 27TH STREET). Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2021-7791
STORM DRAINAGE
EASEMENT IN
PLEASANT VIEW
RESERVE SUBD.

G.5. Alderman Barber moved to adopt Resolution No. 2021-7791, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A STORM DRAINAGE EASEMENT FOR PLEASANT VIEW RESERVE SUBDIVISION AT APPROXIMATELY SOUTH 51ST ST. AND W. MARQUETTE AVE. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2021-7792
PEDESTRIAN AND
BICYCLE PATH
EASEMENTS IN
PLEASANT VIEW
RESERVE SUBD.

G.6. Alderman Mayer moved to adopt Resolution No. 2021-7792, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT IN PLEASANT VIEW RESERVE SUBDIVISION AT APPROXIMATELY S. 51ST STREET AND W. MARQUETTE AVENUE, subject to potential minor changes by the City Engineer and City Attorney. Seconded by Alderman Holpfer. All voted Aye; motion carried.

ORD. 2021-2483
AMEND ORD. 2020-
2453, TO PROVIDE
\$8,000 FOR
ECONOMIC
DEVELOPMENT

G.7. Alderman Barber moved to amend Ordinance No. 2021-2483, AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE \$8,000 OF APPROPRIATIONS FOR ECONOMIC DEVELOPMENT ACTIVITIES. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ASSESSMENT
CONTRACT STATUS

G.8. No action was taken on an update on the Property Assessment Services Contract status and potential future agreements provided by the Director of Administration.

DPW SALE OF
EQUIPMENT

G.9. Alderman Mayer moved to receive and place on file the Department of Public Works Sale of Surplus Equipment results from October 9, 2021. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

FINANCE
COMMITTEE
RECOMMENDATIONS
2022 MAYOR'S

G.10. 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

RECOMMENDED
BUDGET

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.

RES. 2021-7793
AMEND RES. NO.
2013-6861, CODE
ENFORCEMENT,
IDENTIFICATION OF
COMPLAINANT

G.11. Alderman Barber moved to adopt Resolution No. 2021-7793, A RESOLUTION TO AMEND RESOLUTION NO. 2013-6861, A RESOLUTION REAFFIRMING, UPDATING AND MODERNIZING THE CITY'S CODE ENFORCEMENT POLICIES, TO PROVIDE THAT THE IDENTITY AND ANY PERSONAL IDENTIFICATION INFORMATION OF ANY COMPLAINANT ON A COMPLAINT FORM SUBMITTED TO THE CITY MAY BE RELEASED, UPON A RECORDS REQUEST THEREFORE UPON A REVIEW BY THE RECORDS CUSTODIAN PURSUANT TO THE WISCONSIN OPEN RECORDS LAW. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

2022 EMPLOYEE
BENEFIT-RELATED
COVERAGES

G.12. Alderman Barber moved to approve the 2022 employee benefit-related coverages, carriers, and premiums for Stop Loss Coverage, Life and Long-Term Disability Coverage, and Cobra Administration as detailed on the Common Council Request for Action Sheet included in the packet for this meeting, and further authorize the Director of Administration to execute the appropriate related contracts. Seconded by Alderman Mayer. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve the following: City vouchers with an ending date of October 14, 2021 in the amount of \$2,815,344.29; payroll dated October 8, 2021 in the amount of \$407,972.60 and payments of the various payroll deductions in the amount of \$232,113.89 of City matching payments; estimated payroll dated October 22, 2021 in the amount of \$420,000 and payments of the various payroll deductions in the amount of \$465,000, plus City matching payments and property tax distributions with an ending date of October 14, 2021 in the amount of \$2,333.00; and approval to release payment to Payne & Dolan in the amount of \$942,867.82. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
PUBLIC WATER
SERVICE PUBLIC
IMPROVEMENTS
NEUMANN DEV. INC.

G.13. Alderman Barber moved to enter closed session at 7:45 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to public water service public improvements projects to serve Neumann Developments, Inc. proposed subdivisions, a water main extension from approximately 9132 South 92nd Street to approximately 11111 West Ryan Road to serve an 87-lot single-family residential subdivision to be located at 9732 West Ryan Road (TKN 887-9998-000), and a water main extension from approximately 11533 West Ryan Road to approximately 12200 West Ryan Road to serve a 183-lot single-family residential subdivision to be located at 12200 West Ryan Road (TKN 890-9991-001), and subdivision development agreements in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 8:31 p.m., Alderman Barber moved to direct staff to proceed as discussed in closed session. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

CLOSED SESSION
LITIGATION MATTER
FCA V. CITY OF
FRANKLIN, AND
STRAUSS BRANDS,
LLC

G.14. Alderman Holpfer moved to enter closed session at 8:32 p.m. pursuant to Wis. Stat. § 19.85 (1) (g) to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation matter Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court Case No. 20-0V-7031, which litigation matter is in process and pending at this time, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 9:10 p.m.

ADJOURNMENT

J. Alderman Mayer moved to adjourn the meeting at 9:10 p.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.

D.

**NOTICE OF PUBLIC HEARING
CITY OF FRANKLIN
COMMON COUNCIL**

MEETING DETAILS

HEARING DATE: Tuesday, November 2, 2021, at 6:30 p.m.

PLACE: The Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132.

PROPOSAL INFORMATION

APPLICANT: Stephen R. Mills, President of Bear Development, LLC (Ignasiak Investment Co., LLC and Ger Vang and Chia Vang, property owners).

SUBJECT PROPERTY: Generally located on the east side of South 112th Street, east of the Ryan Meadows subdivision and west of the Franklin Savanna Natural Area (totaling approximately 92 acres).

TAX KEY NUMBERS: 892-9999-002, 937-9999-004 and 938-9999-011.

PROPOSAL: To amend the Future Land Use Map designation for the area consisting of three properties (two properties, 892-9999-002 and 937-9999-004, are designated as Recreational Use, covering approximately 74 acres (80% of the site), the remaining property, 938-9999-011, is designated as Residential Use, with a portion of land adjacent to South 112th Street designated as Areas of Natural Resource Features Use), from Recreational Use and Areas of Natural Resource Features Use to Residential Use.

CONTACT INFORMATION

City Development Department

(414) 425-4024

www.franklinwi.gov/planning

generalplanning@franklinwi.gov

PUBLIC HEARING INFORMATION

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d). The public is invited to attend the public hearing and to provide input. A map showing the property affected, full legal description, the application and all supporting materials, are available for review and may be obtained from the City Council by way of request to the Department of City Development at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, telephone number (414) 425-4024, during normal business hours. The proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan is available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin,

Wisconsin 53132, during normal business hours. Any questions or comments about the proposed amendment to the Comprehensive Master Plan may be directed to Heath Eddy, City of Franklin Planning Manager, at 414-425-4024.

Dated this 20th day of September, 2021.

Sandra L. Wesolowski
City Clerk

N.B. Class I

Please publish: 9/29/2021

APPROVAL <i>slr</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/02/21
REPORTS & RECOMMENDATIONS	<p style="text-align: center;">APPLICATIONS TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN 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 NUMBERS 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)</p>	ITEM NUMBER G.1.

On August 20, 2021, the applicant originally submitted the above-referenced applications for three (3) properties: Tax Key Numbers 892-9999-002, 937-9999-004 and 938-9999-011. Following a public hearing on October 7, the Plan Commission carried “a motion to continue to the October 21, Plan Commission meeting at the request of the applicant”. On October 20, the applicant withdrew the application for two (2) of the properties, requesting the comprehensive master plan amendment and rezoning only for the property bearing Tax Key Number 892-9999-002 (35 acres approx.).

At the Plan Commission meeting on October 21, the motion to adopt a resolution to recommend approval of the Comprehensive Master Plan amendment was not carried, the vote was 3-3-0. Wisconsin Statutes § 62.23 and § 66.1001 preclude the Common Council from adopting a substantial change to the comprehensive plan future land use map without a recommendation from the Plan Commission to do so, and a rezoning ordinance is required to be consistent with the comprehensive plan.

Annexed hereto is a copy of the October 20, 2021 letter from Bear Development, LLC requesting the withdrawal of the comprehensive plan amendment and rezoning applications as they pertain to the properties bearing Tax Key Nos. 938-9999-011 and 937-9999-004. Also annexed hereto is a copy

of an October 28, 2021 letter from Bear Development, LLC requesting the withdrawal of the comprehensive plan amendment and rezoning applications as they pertain to the property bearing Tax Key No. 892-9999-002.

COUNCIL ACTION REQUESTED

A motion to accept applicant's request to withdraw the Comprehensive Master Plan Amendment and Rezoning applications.



DEVELOPMENT

4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

October 28, 2021

Mr Regulo Martinez Montilva
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Rezoning and Comprehensive Plan Amendment – Bear Development

Dear Mr. Martinez Montilva:

Bear Development, LLC is respectfully requesting that the Comprehensive Plan Amendment and Rezoning Applications for Tax Key Numbers: 938-9999-011, 937-9999-004, and 892-9999-002 be withdrawn. These items are scheduled for the November 2, 2021 City of Franklin Common Council meeting. We have made the decision not to pursue the project, as proposed, at this time.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap". The signature is fluid and cursive.

Daniel Szczap
Bear Development, LLC

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

October 20, 2021

Mr Regulo Martinez Montilva
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Rezoning and Comprehensive Plan Amendment – Ignasiak Parcels

Dear Mr. Martinez Montilva:

Bear Development is respectfully requesting that Item C3 of the City of Franklin Plan Commission Agenda be revised as follows:

- Bear Development, LLC is withdrawing the request for Comprehensive Plan Amendment and Rezoning for Tax Key No: 938-9999-011 (Vang Parcel)
- Bear Development, LLC is withdrawing the request for Comprehensive Plan Amendment and Rezoning for Tax Key No: 937-9999-004 (40 25 Ignasiak Parcel)
- Bear Development, LLC respectfully requests a Comprehensive Plan Amendment and Rezoning, as proposed in the original application, for Tax Key No:892-9999-002 (34.51 Ignasiak Parcel).

We understand that revised public notice is not required, as the request has been reduced in land area and is contained within the original boundaries of the legal descriptions submitted in the original request

We look forward to discussing the matter at the October 21, 2021 Plan Commission Meeting. Should you have any questions regarding this request, please do not hesitate to contact me I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,



Daniel Szczap
Bear Development, LLC

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 2, 2021
REPORTS & RECOMMENDATIONS	RESOLUTION AWARDING THE SALE OF \$2,070,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A	ITEM NUMBER G.2.

Analysis

On Sept 21, 2021 the Common Council approved Resolution 2021-7775 authorizing the Sale of approximately \$2,070,000 General Obligation Promissory Notes, Series 2021A. These Notes are intended to fund projects in the 2021 Capital budget program.

Many of those 2021 program are complete.

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

Staff has worked with the City's Financial Advisor and Disclosure Council in preparation of the Preliminary Official Statement to market the securities.

The sale was competitively bid on the morning of November 2, 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 \$2,070,000 General Obligation Promissory Notes, Series 2021A

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. _____

RESOLUTION AWARDED THE SALE OF \$2,070,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A

WHEREAS, on September 21, 2021, the Common Council of the City of Franklin, Milwaukee County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2021A (the "Notes") for public purposes, including paying the cost of projects listed in the City's Capital Improvement Program and the acquisition of vehicles and equipment (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 Notes 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 Notes and indicating that the Notes would be offered for public sale on November 2, 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 Notes for public sale on November 2, 2021;

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

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.

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 Notes set forth in Exhibit A attached hereto as and for the details of the Notes. 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. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION SEVENTY THOUSAND DOLLARS (\$2,070,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes 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 Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2021A"; shall be issued in the aggregate principal amount of \$2,070,000; shall be dated November 17, 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 Notes 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 Notes maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2028 or on any date thereafter. Said Notes 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 Notes 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 Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.】

Section 4. Form of the Notes. The Notes 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 Notes 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 2029 for the payments due in the years 2022 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes 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 Notes, 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 Notes 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 Promissory Notes, Series 2021A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any premium which may be received by the City above the par value of the Notes 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 Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes 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 Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes 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 Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes 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 Notes 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 Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes 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 Notes 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 Notes 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 Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes 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 Notes and the ownership, management and use of the projects will not cause the Notes 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 Notes 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 Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes 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 Notes 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 Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes 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 Notes 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 Notes; Closing; Professional Services. The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes 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 Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note 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 Note or Notes 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 Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes 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 Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes 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 Notes 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 Notes 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 Notes 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 Notes, 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 Notes 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 Notes).

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 Notes, 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 Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, 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 Note 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 Notes 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 Note 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 2nd day of November, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of November, 2021.

Stephen R. Olson
Mayor

ATTEST:

Sandra L. Wesolowski
City Clerk

AYES ____ NOES ____ ABSENT ____

(SEAL)

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 Notes 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)

For the Term Bonds Maturing on March 1, _____

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

For the Term Bonds Maturing on March 1, _____

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

For the Term Bonds Maturing on March 1, _____

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

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R-____ CITY OF FRANKLIN \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ November 17, 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 Note 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 Note 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 Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note 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 Note is one of an issue of Notes aggregating the principal amount of \$2,070,000, 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 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects listed in the City's Capital Improvement Program and the acquisition of vehicles and equipment, as authorized by a resolution adopted on November 2, 2021. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2028 or on any date thereafter. Said Notes 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 Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes 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 Notes of a maturity are to be called for redemption, the Notes 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 Notes 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 Notes 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 Notes 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 Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note 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 Note, together with the interest thereon, when and as payable.

This Note 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 Note 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 Notes, and the City appoints another depository, upon surrender of the Note 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 Note 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 Notes (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 Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note 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 Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

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 Note 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

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Franklin, Milwaukee County, Wisconsin.

**BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA**

By _____
Authorized Signatory

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 Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>November 02, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Project Updates for Ballpark Commons</p>	<p>ITEM NUMBER</p> <p>G.3.</p>

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

COUNCIL ACTION REQUESTED

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

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/02/21</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Franklin Civic Celebrations Commission Report for the July 2-4, 2021 Civic Celebrations Event, Request for Spending Authority for 2022 and Summary of 2021 Activities</p>	<p>ITEM NUMBER</p> <p>G.4.</p>

Attached are reports from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2022 Franklin Civic Celebration. The event is planned for four days, July 1, 2, 3 and 4, 2022.

COUNCIL ACTION REQUESTED

Motion 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.

OR

As directed.



Request for Spending Authority 2022

October, 2021

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2022 Franklin Civic Celebration. The dates and times will be:

- **Friday , July 1st - 5:00 pm to 11:00 pm**
- **Saturday, July 2nd - 3:00 pm to 11:00 pm**
- **Sunday, July 3rd - 3:00 pm to 11:00 pm**
- **Monday, July 4th - 10:00 am to 11:00 pm**

With your approval, I request authority to spend the following amounts for 2022:

	2022	2021
	Requested	Actual
1. ENTERTAINMENT	\$32,500	\$20,550
2. FIREWORKS	\$20,500	\$17,000
3. RENTALS	\$20,000	\$18,646
4. PARADE (Bleachers, Flags)	\$10,000	\$ 6,950
5 ICE CREAM	\$ 1,100	\$ 991
6. PRINTING	\$ 800	\$ 659
7. SUPPLIES, SIGNS,T-SHIRTS	\$ 7,800	\$ 6,907
8. MISC.	\$ 2,000	\$ 1,833
9. VIETNAM WALL (PENDING)	\$ 10,000	\$ 0
Totals:	\$104,700	\$73,536

The 2021 Festival was a 3 day event and the 2022 Festival is a 4 day event.

Note: Police and DPW cost are not included in any of the amounts.



2021 FRANKLIN CIVIC CELEBRATION

JULY 2 -JULY 4

INCOME STATEMENT

INCOME	2021 (3 days)	2019 (4 days)
1. DONATIONS	\$24,530.00	\$25,250.00
2. TICKET SALES	\$77,392.50	\$75,978.00
3. FOOD (NET)	\$14,293.89	\$13,299.15
4. CITY FUNDS	\$13,000.00	\$13,000.00
5. CARNIVAL COMMISSION	\$23,591.26	\$17,620.40
6. NON FOOD/ LICENSES	\$450.00	\$300.00
7. HELICOPTER RIDES	\$0.00	\$691.40
8. ATM RENTAL	\$337.00	\$256.50
9. REDS NOVELTY (less 550 tent rental)	\$99.40	\$0.00
CASH FROM TICKET SALES:		
9. PAID TO BADGER BAND	\$1,500.00	\$1,950.00
TOTAL INCOME	\$155,194.05	\$148,345.45

EXPENSES	2021	2019
1. ENTERTAINMENT	\$20,550.00	\$31,415.00
2. PRINTING, TICKETS	\$659.00	\$208.80
3. POLICE AND DPW	\$31,604.61	\$26,287.04
4. PARADE (INCLUDES BADGER BAND, FLAGS?)	\$6,950.00	\$11,335.00
5. FIREWORK (include 3400 deposit pd 2019)	\$17,000.00	\$27,500.00
6. ICE CREAM	\$990.72	\$986.58
7. BEER, ICE, SODA	\$17,888.00	\$17,710.28
7A. WINE, MARGARITA	\$0.00	\$2,206.14
8. SUPPLIES	\$2,032.25	\$1,682.44
9. RENTALS (TENTS, TABLES, CHAIRS, TOILETS)	\$18,646.00	\$20,827.60
10. T-SHIRTS-	\$3,247.00	\$0.00
11. SIGNS, BANNERS	\$1,102.80	\$880.00
12. BACKGROUND CHECKS	\$385.00	\$28.00
13. GOLF CARTS	\$850.00	\$740.00
14. DPW SUPPLIES	\$525.10	\$0.00
15. POSTAGE	\$597.64	\$270.05
16. MEMBERSHIPS	\$0.00	\$0.00
TOTAL EXPENSES	\$123,028.12	\$142,076.93
NET INCOME	\$32,165.93	\$6,268.52

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/2/2021
Reports and Recommendations	Motion to allow the Director of Health and Human Services to accept the 2022 Clean Sweep Unwanted Prescription Drug Grant	ITEM NUMBER G.5.
<p>Background: Wisconsin Clean Sweep is a grant program that provides reimbursement to communities that collect and dispose of household hazardous wastes, agricultural pesticides, and prescription drugs. Grants may be awarded to counties, towns, villages, cities, tribes, sanitary and sewerage districts, or regional planning commissions. Grants can support collection and disposal of these products. Prescription drug grants can also be used to buy drop boxes. Franklin Health Department was awarded one of 20 grants by the Wisconsin Department of Agriculture, Trade, and Consumer Protection to promote the proper disposal of medications.</p> <p>Data has shown an increase in substance abuse during the COVID-19 pandemic. This grant funding will allow Franklin Health Department to work with community partners to increase collections of unwanted or expired prescription drugs in addition to the permanent medication collection box located at the Franklin Police Department in 2022.</p> <p>Options:</p> <ol style="list-style-type: none"> 1. Allow the Director of Health and Human Services to accept the 2022 Clean Sweep Unwanted Prescription Drug Grant. 2. Decline the acceptance of 2022 Clean Sweep Unwanted Prescription Drug Grant. <p>Recommendation: The Director of Health and Human Services recommends approval to accept the 2022 Clean Sweep Unwanted Prescription Drug Grant.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to allow the acceptance of the 2022 Clean Sweep Unwanted Prescription Drug Grant.</p>		

Health Department: CD



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

**UNWANTED PRESCRIPTION DRUG COLLECTION GRANT CONTRACT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
Franklin Health Department**

THIS GRANT CONTRACT is made and entered into for the period **01/01/2022** through **12/31/2022** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“Department” or “State”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and Franklin Health Department (“Grantee” or “Grant Recipient”), whose service address is 9229 West Loomis Road, Franklin, WI 53132.

WHEREAS, the Department has authority to award a grant for an unwanted prescription drug collection program and administer a grant program to assist in creating and operating local programs for the collection and disposal of unwanted prescription drugs, pursuant to Wis. Stat. §§ 93.55(2) and 93.57 (“Program”); and

WHEREAS, the Department has reviewed your Clean Sweep Unwanted Prescription Drug grant application for timeliness, completeness, and the criteria required by Ch. ATCP 34.08, Wis. Admin. Code; and

WHEREAS, the State has approved an award to the Grantee in the amount of **\$2,400.00** for eligible activities herein described (“Project”); and

WHEREAS, the Department and Grantee agree that Grantee possesses the personnel and capabilities necessary to administer the Project in a manner consistent with state and federal laws, including Wis. Stat. §§ 93.55(2) and 93.57; and

WHEREAS, the terms and conditions herein shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

WHEREAS, this Contract is mutually exclusive and is distinguished from all previous Contracts between the Grantee and the Department and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 38 and Attachments A – F which are annexed and made a part hereof. In the event of a conflict between any provision contained in the Attachments and any other provision of this Contract, the Attachment provision shall prevail over the conflicting provision in this Contract.

Wisconsin - America's Dairyland

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer

Attachment A – Contract Administrators
Attachment B – Program Rules
Attachment C – Scope of Work

Attachment D – Budget
Attachment E – Method of Payment
Attachment F – Reporting Requirements

IN WITNESS WHEREOF, the Department and Grantee have executed this Contract as of the date this Contract is signed by the Department.

Each undersigned representative of the Department and the Grantee certifies that he or she is fully authorized to enter into the terms of this Contract on behalf of the entity they represent and to execute and legally bind such party to this Contract.

Franklin Health Department

**DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER
PROTECTION**

BY: _____
Courtney Day

BY: _____
Sara Walling

TITLE: Health Officer

TITLE: Administrator

DATE: _____

DATE: _____

DUNS #: [000000000]

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Department employee responsible for the administration of this Contract is identified as the Department Contract Administrator in Attachment A, or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Contract.

The Grantee's employee responsible for the administration of this Contract is identified as the Grantee Contract Administrator in Attachment A, who shall represent the Grantee's interest regarding Contract performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAWS AND REGULATIONS

This Project shall be governed under the laws of the State of Wisconsin, the laws of the United States, all rules and regulations, and all laws, rules, and regulations specifically applicable to the Program including but not limited to those identified in Attachment B.

ARTICLE 3. AVAILABILITY OF FUNDS

Termination of this Contract in whole or part for lack of appropriations shall be without penalty.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Contract are summarized in the Attachment C.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment D). Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

ARTICLE 5. SUBLET OR ASSIGNMENT OF CONTRACT

No right or duty in whole or in part of the contractor under this Contract may be assigned or delegated without the prior written consent of the Department.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Contract without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 7. CONFLICT OF INTEREST

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Contract, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state Contracts.

ARTICLE 8. DUAL EMPLOYMENT

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

ARTICLE 9. INDEPENDENT CAPACITY OF CONTRACTOR

The parties hereto agree that the Grantee, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

ARTICLE 10. HOLD HARMLESS

The Grantee will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its contractors, in prosecuting work under this Contract.

ARTICLE 11. FOREIGN CORPORATION

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

ARTICLE 12. ANTITRUST ASSIGNMENT

The Grantee and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Grantee hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

ARTICLE 13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities.

- 13.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Contract is awarded, the Grantee must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.
- 13.2** The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 13.3** Failure to comply with the conditions of this clause may result in the Grantee becoming declared an "ineligible" contractor, termination of the Contract, or withholding of payment.

- 13.4 Pursuant to s. 16.75(10p), Wis. Stats., Grantee agrees it is not, and will not for the duration of the Contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 13.5 Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ARTICLE 14. TERMINATION OF CONTRACT

The Department reserves the right to terminate this Contract in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Contract.

Notwithstanding and in addition to the right to terminate the Contract for cause described above, the Department may terminate this Contract at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Contract with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Contract is terminated by either party, for any reason whatsoever, the Grantee shall refund upon written demand to the Grantee any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 15. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Contract if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Contract.

ARTICLE 16. AMENDMENT

This Contract may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 17. SEVERABILITY

If any provision of this Contract shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Contract.

ARTICLE 18. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 19. FORCE MAJEURE

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ARTICLE 20. CHOICE OF LAW AND VENUE

In the event of a dispute, this Contract shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 21. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 22. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Contract shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract.

ARTICLE 23. MULTIPLE ORIGINALS; ELECTRONIC SIGNATURE

This Contract may be executed in multiple originals, which together shall constitute a single Contract. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. Ch. 137 to execute this Contract.

FISCAL TERMS AND CONDITIONS

ARTICLE 24. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Contract.

ARTICLE 25. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs provided for under this Contract. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Contract has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due upon written demand to the Grantee.

ARTICLE 26. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in the Attachments and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Contract are sufficiently segregated from other agreements, programs, and/or projects.

The Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Division.

Records shall be maintained after final audit of the Contract for a period of not less than five (5) years unless the program requirements are longer.

ARTICLE 27. LIMITATION ON COSTS

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Contract shall not exceed the total amount for eligible costs, as identified in the Attachment. Changes to this Contract that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

ARTICLE 28. ELIGIBLE COSTS

28.1 No eligible costs subject to reimbursement by this Contract may be incurred prior to the execution of this Contract unless previously approved in writing by the Department.

28.2 Costs only as identified in the Attachments are allowed.

ARTICLE 29. VENDOR TAX DELINQUENCY

Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

ARTICLE 31. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Contract funds and activities undertaken with Contract funds and program income expended under this Contract.

ARTICLE 32. RECORDS AND REPORTS

All records pertaining to this Contract shall be retained by the Grantee for at least five (5) years following the end of the Contract term. The Grantee shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this Contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Grantee shall provide the requested records to the Department.

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

ARTICLE 33. EXAMINATION OF RECORDS

The Department, any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Contract. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Contract. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Contract. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

ARTICLE 34. PERFORMANCE REVIEW

The Department may review the Grantee's performance under this Contract. The Department may conduct reasonable inspections to determine performance under this Contract. The Department may examine records related to personnel time charged to the Contract funding, as well as documentation of all costs for equipment, supplies, and other expenses charged to the Contract funding. The Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grantee under this Contract from grant funds.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s

DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 36. LOBBYING

Money paid under this Contract by the Department to the Grantee shall not be used by the Grantee in any fashion either directly or indirectly for lobbying activities of any kind. The Grantee shall not use money received under this Contract for any illegal activities.

ARTICLE 37. PUBLICATIONS, INVENTIONS, AND TRADEMARKS

37.1 All materials and products produced under this Contract become the property of the Grantee. The Grantee may publish and copyright materials or trademark products and services produced under this Contract subject to the following conditions: The Department receives a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

37.2 The Grantee may not claim that the State endorses its products or services.

37.3 The Grantee shall acknowledge Department support on any publications written or published or any audiovisual produced with Department financial support that publicizes, announces, or promotes the projects, activities, and events resulting from this Contract. Funding credit including Department logo must appear in all programs, publicity, and promotional materials. The following wording and Department logo should be used:

Funding for this was made possible, in part, by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, commercial practices, or organization imply endorsement by the State of Wisconsin.

ARTICLE 38. DEBARMENT

Federal Executive Order 12549, titled “Debarment”, requires that all Contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Information on debarment is available at the following websites: www.epls.gov and www.arnet.gov/far/. In the event the Grantee is debarred, the Department reserves the right to cancel the Contract upon notice.

ATTACHMENT A

CONTRACT ADMINISTRATORS

Department Contract Administrator

Sara Walling, Administrator
Division of Agricultural Resource Management
Department of Agriculture, Trade and Consumer
Protection
2811 Agriculture Dr
Madison, WI
53718

Phone: 608-224-4567
E-mail: sara.walling@wisconsin.gov

Grantee Contract Administrator

Courtney Day
Health Officer
Franklin Health Department
9229 West Loomis Road, Franklin, WI 53132

Phone: (414)425-9101
E-mail: cday@franklinwi.gov

ATTACHMENT B

PROGRAM RULES

The Grantee shall comply with the Program Rules as follows:

The Grantee may be subject to and liable for repayment if, as determined by the Division, the Grantee is found to be out of compliance with program laws, policies, regulations, rules, or guidance.

B 1. The grant funds awarded by the Department shall be used to reimburse the Grant Recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the unwanted prescription drug collection project. The project being funded by this Contract must meet applicable requirements in Ch. ATCP 34, Wis. Admin. Code. This Contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57, Wis. Stats; Ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the Department pursuant to Ch. ATCP 34, Wis. Admin. Code.

B 2. The Grant Recipient shall at all times comply with all federal, state or local laws, ordinances, regulations or formal guidelines in effect during the period of this Contract. The Department may withhold paying or seek the return of dispersed grant funds in any amount it deems appropriate if the Grant Recipient breaches any provision of this Contract or fails to at all times comply with all federal, state, or local laws, ordinances, regulations or formal guidelines in effect during the period of this Contract, including the failure to meet timeframes established in this Contract or Ch. ATCP 34, Wis. Admin. Code.

ATTACHMENT C

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

The Grantee shall do the following under this Contract.

- C 1. The grant funds awarded by the Department shall be used to reimburse the Grant Recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the unwanted prescription drug collection. The project being funded by this Contract must meet applicable requirements in Ch. ATCP 34, Wis. Admin. Code. This Contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57, Wis. Stats, Ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the Department, pursuant to Ch. ATCP 34, Wis. Admin. Code.
- C 2. The Grant Recipient shall at all times comply with all federal, state and local laws, ordinances, regulations and formal guidelines in effect during the period of this Contract. The Department may withhold paying or seek the return of dispersed grant funds in any amount it deems appropriate if the Grant Recipient breaches any provision of this Contract or fails to at all times comply with all federal, state, and local laws, ordinances, regulations and formal guidelines in effect during the period of this Contract, including the failure to meet timeframes established in this Contract or Ch. ATCP 34, Wis. Admin. Code.
- C 3. The Department shall not pay any grant funds to the Grant Recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the Department, the Grant Recipient shall return to the Department any grant funds received by the Grant Recipient for reimbursement of costs not directly related to the project activities described in the grant application.
- C 4. The Grant Recipient shall perform and complete the Unwanted Prescription Drug collection activities described in the Grant Recipient's approved grant application on file with the Department, and any approved amendments to its approved grant application. Tasks required for successful project completion include, but are not limited to, participation in planning meetings, collection site selection, project management, fiscal accounting and record keeping, an organized public relations campaign, site walk-throughs, pre-registration for Very Small Quantity Generators (VSQGs), waste collection and transportation, and making necessary operational adjustments. The Grant Recipient shall complete and submit a final report to the Department within 60 days after the project is completed as provided in s. ATCP 34.18 (1), Wis. Admin. Code and the Final Report Guidelines for Agricultural and Household Hazardous Waste Grants. Grant recipients failure to submit a complete final report or to request an extension (not to exceed 45 days), within 60 days after the Grant Recipient completes the project will be subject to Contract termination for cause under s. ATCP 34.20 (1)(a), Wis. Admin. Code.

- C 5. The grant recipient shall collect and dispose of controlled substances as provided in the grant solicitation announcement and as further specified in the applicant's proposal. In all regards, the grant recipient agrees to abide by state and federal statutes and regulations, to use law enforcement to witness the initial transfer of unwanted prescription drugs at collection sites and then secure and transport controlled substances to an eligible witness destruction facility.
- C 6. The Department may cancel this Contract, in whole or in part, without penalty, if the Grant Recipient violates this Contract or fails to comply with applicable provisions of ss. 93.55 and 93.57, Wis. Stats. or Ch. ATCP 34, Wis. Admin. Code. The grant funding under this Contract is contingent upon the availability of funding. If money is not available for project funding due to non-appropriation of funds, the Department may cancel this Contract, in whole or in part, without penalty.
- C 7. Amendments to this Contract, if any, shall be in writing, mutually agreed upon by the Department and the Grant Recipient, and signed by the authorized representative of the Department and the Grant Recipient. The original grant Contract, Standard Terms and Conditions, the approved grant application, amendments and referenced statutes and rules shall constitute the entire Contract.
- C 8. This Contract shall take effect upon final signature of the parties, and shall end December 31st of this Contract year, or 30 days after either party notifies the other in writing of its desire to terminate this Contract. This Contract replaces any previous Contracts between the Department and the Grant Recipient.
- C 9. The department may cancel this contract in whole or in part without penalty if the grant recipient violates this contract or fails to comply with applicable provisions of ss. 93.55 and 93.57, Wis. Stats. or ch. ATCP 34, Wis. Admin. Code. The grant funding under this contract is contingent upon the availability of funding. If money is not available for project funding due to non-appropriation of funds, the department may cancel this contract in whole or in part without penalty.
- C 10. The person who signs this Contract on behalf of the Grant Recipient is authorized to and does commit the Grant Recipient to the terms and conditions of this Contract.

ATTACHMENT D

PROJECT BUDGET

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract, shall take precedence.

Franklin Health Department

Expenditures may not exceed the amount of the funds authorized for this Contract.

- D 1. The Grant Recipient shall fund a portion of the Grant Recipient project by providing a contribution in accordance with the provisions of s. ATCP 34.04(5), Wis. Admin. Code. The total dollar value of the contribution shall be a minimum of 25% of the final total project cost. The dollar value amounts shall be reported on reimbursement documents.
- D 2. For permanent collection projects, one or more partial grant fund payments may be provided during the permanent collection project. An interim report containing interim information of the type required under s. ATCP 34.18, Wis. Admin. Code, may be required before any partial payment is made.

ATTACHMENT E

METHOD OF PAYMENT

Following the execution of this Contract, payment shall be made in conformance with the following:

1. The Department shall not provide reimbursement if the maximum amount of the Contract has been paid to the Grantee.
2. The Department reserves the right to reduce the award if the Grantee has not spent nor allocated funds.

All requests for payment must be completed within sixty (60) days of the date of your last event. Payments that exceed allowable costs incurred and paid by the Grantee pursuant to the terms of this Contract, if outstanding at the expiration of this Contract, shall be repaid to the Department within forty-five (45) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for expenses incurred during the Performance Period.

- E 1. Except as otherwise provided, payment of grant funds to the Grant Recipient shall be made only after the Grant Recipient has completed all activities described in the approved grant application and submitted the final report required, under s. ATCP 34.18, Wis. Admin. Code, to the Department. Grant award payments, less any amounts withheld because of the Grant Recipient's breach of this contract, shall be made within 60 days after submission of final report.
- E 2. The Department shall not pay any grant funds to the Grant Recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the Department, the Grant Recipient shall return to the Department any grant funds received by the Grant Recipient for reimbursement of costs not directly related to the project activities described in the grant application.

ATTACHMENT F

REPORTING REQUIREMENTS

A. Report

The Grantee shall comply with the fiscal and Program reporting requirements of the Division as set forth in the Clean Sweep Manual and/or attachments to this Contract or as requested by the Division.

Reports shall be submitted to the Division in accordance with the directions in Clean Sweep Policy Manual or as directed by the Division. The Department reserves the right to amend and require additional information or reports as needed.

B. Program-Specific Reporting Requirements

Final report. A grant recipient shall provide the department with a final report on a clean sweep project within 60 days after the grant recipient completes the project. The department may grant an extension, not to exceed 45 days, if requested within the 60-day period. The final report shall include all of the following:

- (a) The number of persons who delivered chemical waste or if known, unwanted prescription drugs, for collection.
- (b) The types and amounts of chemical wastes and unwanted prescription drugs collected.
- (c) The total cost of the project. The report shall include supporting documentation, including invoices for the transportation and disposal of chemical waste and unwanted prescription drugs, along with invoices/receipts/documentation for all expenses, except salaries, continue to use the Labor Worksheet for any salary expenses.
- (d) An evaluation of the project, including the need for future clean sweeps projects, if any, and the appropriate timing of those projects, an identification of problems and possible solutions, the public information program conducted in connection with the project, and suggestions on how to collect chemical waste or unwanted prescription drugs in the future.
- (e) An estimate of future chemical waste or unwanted prescription drug collection needs.
- (f) The information required under s. ATCP 34.14 (3) if the clean sweep project collects pesticides from very small quantity generators.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/2/2021
Reports and Recommendations	Motion to allow the Director of Health and Human Services to sign the continuing Mutual Assistance Agreement (MAA) with the Southeast Wisconsin (Region 7) Healthcare Emergency Readiness Coalition (HERC), Inc.	ITEM NUMBER G.6.

Background: The Southeast Wisconsin Healthcare Emergency Readiness Coalition (HERC), Inc. is a leader in fostering innovation that effectively integrates healthcare resources to enhance community resiliency in the event of disasters and other mass-casualty events, both natural and human in origin. These events pose the potential to exceed the response capabilities of any individual health department or health system and may disrupt the continuity of operations for routine public health services.

The Coalition consists of members from various disciplines and stakeholder organizations that impact the health of the region and its citizens. Membership includes representatives from the following sectors: Clinics, Community and Private Organizations, Emergency Management, Public Safety, Hospital Systems, Long-term Care Facilities, Public Health, and the Southeast Wisconsin Regional Trauma Advisory Council. This Mutual Assistance Agreement (MAA) pertains to the partnership between the 20 Health Departments in the Southeastern Region (Region 7).

Franklin Health Department has been a participating member of HERC Region 7 since 2003. The Coalition was officially recognized as a CDC Model Community for Preparedness in 2007. Prior trainings, exercises, and meetings regarding pandemic response have proven the value of this Coalition as an asset to ensure continuity of response throughout Southeastern Wisconsin.

Options:

1. Allow the signing of the MAA for continued participation of the Franklin Health Department in the Southeast Wisconsin HERC, Inc.
2. Deny the signing of the MAA.

Recommendation: Allow the signing of the MAA between the Franklin Health Department and the Southeast Wisconsin HERC, Inc.

Fiscal Note: There is no financial obligation to be a part of the Coalition and there will be no impact to the Health Department or City of Franklin Budget to continue membership.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the signing of the continued Mutual Assistance Agreement between the Franklin Health Department and the Southeast Wisconsin Healthcare Emergency Readiness Coalition, Inc.

HEALTHCARE EMERGENCY READINESS COALITION (HERC), INC.
REGION SEVEN
INTERGOVERNMENTAL MUTUAL ASSISTANCE AGREEMENT

This Agreement is entered into by and among the Participating Health Departments of the HERC Region Seven, as herein defined.

RECITALS

A. The health departments within the HERC Region Seven include: Central Racine County Health Department, City of Milwaukee Health Department, City of Racine Health Department, Cudahy Health Department, Fond du Lac Health Department, Franklin Health Department, Greendale Health Department, Greenfield Health Department, Hales Corners Health Department, Kenosha County Health Department, North Shore Health Department, Oak Creek Health Department, Sheboygan County Human Services Division of Public Health, South Milwaukee/St. Francis Health Department, Walworth County Department of Health and Human Services, Washington/Ozaukee Health Department, Waukesha County Department of Health and Human Services, Wauwatosa Health Department, West Allis Health Department.

B. These communities are susceptible to public health emergencies, disasters and other mass casualty-producing events, both natural and human in origin and events of public health need that could exceed response capabilities of any individual local health department. These emergencies may disrupt continuity of operations for routine public health services and Department of Agriculture, Trade, and Consumer Protection (DATCP) food retail and recreational licensing program services.

C. Chapters 66 and 251 of the Wisconsin Statutes provide the authority for local public health departments in Wisconsin to enter into agreements and coalesce with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

D. The Participating Health Departments (defined in section 1(i) below) have determined that it is in the best interests of the people to enter into an agreement to facilitate communication and provide for the sharing of resources and the assurance of the speediest possible emergency response in the event of the occurrence of a disaster, emergency, or public health need.

E. It is expressly acknowledged that the rendering of Assistance is at all times the sole decision of the Provider. The parties to this Agreement do not intend to create an obligation for a Participating Health Department to render Assistance.

AGREEMENTS

The Participating Health Departments agree as follows:

1. Definitions.

(a) "Agreement" means the Healthcare Emergency Readiness Coalition (HERC), Inc. Region Seven Intergovernmental Mutual Assistance Agreement.

(b) "Assistance" means the personnel, equipment, facilities, services, supplies and other necessary resources provided under this Agreement.

(c) "Authorized Representative" means the Local Health Officer/Commissioner, other designee, or other party named by the governing body, of a Participating Health Department who is authorized in writing to request, offer, or provide assistance under the terms of this Agreement and in conjunction with Incident Command during an event.

(d) "Coalition" means the Healthcare Emergency Readiness Coalition (HERC) Inc. Region 7.

(e) "Disaster" means any natural, manmade, or civil emergency that results in or causes harm or damage of sufficient severity and magnitude as to result in a municipal or county declaration of disaster or a declaration of a state of emergency or a declaration of a disaster area by the Governor of Wisconsin or the President of the United States.

(f) "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.

(g) "Incident Command" means a functional management system established to control, direct, and manage the roles, responsibilities, and operations of all of the agencies involved in a multi-jurisdictional or multi-agency emergency response as defined in Wis. Adm. Code, Ch. Comm. 30.01 (16).

(h) "Local Health Officer" has the meaning as used in Section 250.01(5) of the Wisconsin Statutes.

(i) "Participating Health Department" means the health departments located in HERC Region Seven who have entered into this Agreement, as evidenced by signing, a counterpart to this Agreement in substantially the form attached hereto as Exhibit A.

(j) "Period of Assistance" means the time during which any Provider renders Assistance to any Recipient in an Emergency, Disaster, or Public Health Need. The Period of Assistance shall include travel time only with respect to employees of the Provider.

(k) "Provider(s)" means the Participating Health Department(s) furnishing Assistance to a Recipient.

(l) "Recipient" means the Participating Health Department receiving Assistance from a Provider.

(m) "Public Health Need" means an increase in service and resource demands, which threaten to exceed a Participating Health Department's capacity for a limited period of time.

2. Activating Assistance During a Disaster, Emergency, or Public Health Need

A Participating Health Department may request Assistance under this Agreement only in the event of a Disaster, Emergency, or Public Health Need. Only an Authorized Representative shall have the authority to initiate, receive, or respond to a request for Assistance under this Agreement. Each Participating Health Department shall designate its Authorized Representatives by completing the form attached hereto as Exhibit B.

3. Initiating and Responding to a Request for Assistance.

(a) A Recipient may initiate a request for Assistance by contacting other Participating Health Departments directly. If Incident Command/Emergency Operations Center has been established, a Recipient should notify Incident Command/Emergency Operations Center of the request as soon as possible. A Recipient may also request assistance through Incident Command/Emergency Operations Center.

(i) The Recipient shall identify the event giving rise to the request for Assistance, specify the amount and type of Assistance being requested, the location to which the resources are to be dispatched, and the specific time by which such resources are to be furnished by each Provider.

(ii) The Provider(s) shall take such action as is necessary to provide and make available the Assistance requested subject to Section 8, below, provided, however, that the Provider(s), in its sole discretion, shall determine what Assistance is available to furnish to the Recipient and the nature and extent of the Assistance to be furnished.

(iii) The Provider(s) shall report to the officer in charge of the Recipient's teams at the location to which the Assistance is dispatched.

(iv) Nothing shall prohibit or limit the amount of Assistance or assistance from more than one Provider if a situation warrants such.

(b) A Participating Health Department may initially request Assistance either verbally or in writing on the form attached hereto entitled "Mutual Assistance Form." If verbal, the Recipient and Provider shall complete the Mutual Assistance Form as soon as possible following the initial verbal request.

4. Personnel.

(a) Recipient shall be responsible for the actual and necessary costs incurred by the Provider(s) in rendering assistance if the Provider(s) requests payment of those costs. Said costs include, but are not limited to, salary, overtime, worker's compensation, equipment or resources actually provided.

(b) The personnel, equipment, and resources of any Provider(s) shall fall under operational control of the Recipient once Assistance is rendered. Employees of a Provider shall be considered agents of Recipient during the Period of Assistance. The Recipient may instruct the Provider(s) as to the functions of the personnel, equipment, and resources of the Provider(s) needed. The agency relationship shall exist until such time as Assistance is withdrawn or terminated by Provider or Recipient.

In the event of injury or death to Provider's personnel while rendering Assistance, Provider(s) shall be responsible for the payment of any compensation or death benefits to Provider(s) personnel while acting under the terms of this Agreement. Recipient shall reimburse Provider(s) for those expenses upon request, if the injury or death is caused by the Recipient's acts, errors, or omissions.

5. Equipment and Supplies. The Provider(s) rendering Assistance to a Recipient pursuant to this Agreement shall be reimbursed by the Recipient for any reasonable loss or damage or expense incurred in the operation of any equipment and the provision of any service agreed to by both Provider and Recipient in answering a request for assistance and the costs incurred in connection with such requests, provided that any Provider may:

- (a) Assume in its sole discretion and in whole or part such loss, damage, or other cost;
- (b) Loan equipment or donated services to the Recipient without charge or cost; and
- (c) Agree to any allocation of expenses between the Provider(s) and Recipient.

Any two or more Participating Health Departments may enter into supplemental agreements establishing a different allocation of costs within the scope of this Section among Participating Health Departments.

6. Facilities. A Recipient may request the use of a Provider's facilities in responding to a Disaster, Emergency, or Public Health Need. Unless otherwise specifically agreed upon by Recipient and the Provider(s), a Recipient is not required to reimburse the Provider(s) for use of its facilities. Excluding normal wear and tear, a Recipient shall reimburse a Provider(s) for any loss or damage caused by the Recipient while using the Provider's facilities.

7. Reimbursement. In a Disaster, Emergency, or Public Health Need that results in state or federal reimbursement to Recipients, the Provider(s) may prepare an itemized statement of employee costs, equipment loss or damage, expended non-reusable supplies, and any other allowable costs incurred in rendering Assistance for reimbursement from state and federal assistance. Recipient shall seek state or federal reimbursement for any itemized costs provided by Provider(s), except that Provider may seek such reimbursements upon communicating that desire to Recipient and if permissible under the relevant grant(s). If reimbursement is given to the Recipient, it must first compensate the Provider(s) to the extent of the actual reasonable cost of Assistance provided or requested, and if permissible under the relevant grant. Such compensation shall be paid by the Recipient to the Provider(s) before the Recipient shall be entitled to retain any amount of the reimbursement. All parties shall cooperate as necessary in seeking reimbursement. Nothing in this Section shall prohibit an alternate distribution of reimbursement funds provided all parties entitled to compensation agree in writing.

8. Provider Discretion. In the event of a Disaster, Emergency, or Public Health Need, nothing in this Agreement shall be construed to require a Participating Health Department to render Assistance. A Participating Health Department shall at all times retain the sole authority to deny a request for Assistance. At all times, a Participating Health Department shall be entitled to use their sole discretion regarding the personnel, supplies, equipment and/or facilities that they can or will provide.

9. Duration and Recall. The Recipient may receive Assistance for as long as it deems necessary and reasonably appropriate to respond to the Disaster, Emergency, or Public Health Need subject to the Provider(s) continued willingness to provide such Assistance. A Provider may recall Assistance from a Recipient at the Provider's sole discretion at any time. A Provider(s) shall make a good faith effort to provide at least twenty-four (24) hours advance notice to the Recipient of the intent to terminate Assistance. If such notice is not practicable, the Provider (s) shall send as much prior notice as is reasonable under the circumstances. Upon Provider's refusal, withdrawal, or reduction in Assistance, Recipient shall have no cause of action in law or equity for Provider's discretionary act.

10. Insurance. Each Participating Health Department shall determine for itself what insurance to procure, if any. Nothing in this Agreement shall be construed to require any Participating Health Department to procure insurance. Notwithstanding a Recipient's level of insurance coverage, Recipient shall be responsible in full for any costs allowable under this Agreement to Provider.

11. List of Participating Health Departments. The Coalition shall maintain a current listing of Participating Health Departments with their Authorized Representatives and contact information, and provide this listing to each of the Participating Health Departments.

12. Independent Relationship. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create a partnership, joint venture or any relationship between the Participating Health Departments, other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not

intended to establish a "City-county health department," as that term is defined in Chapter 251 of the Wisconsin Statutes.

13. Liability. Any and all liabilities, claims, violations, fines, penalties, forfeitures and suits, and all reasonable costs and expenses related thereto, including the cost of defense, settlement and reasonable attorney fees (collectively "Liabilities"), which in any manner result from or arise out of the sole act(s) or omission(s) of Participating Health Department(s), its officers, employees or authorized users of these Participating Health Department(s), whether by negligence or otherwise, shall be the sole responsibility of the Participating Health Department(s) causing those Liabilities.

If Assistance is rendered pursuant to this Agreement, the Recipient shall indemnify, hold harmless, and defend the Provider, its officers and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Recipient, its employees, agents (excluding those employees of Provider(s) who are deemed to be agents under this Agreement pursuant to section 4(b)) or subcontractors.

It is agreed that nothing in this Agreement is intended to inure to the benefit of any third party. The parties are governmental entities entitled to governmental immunity under the common law and under sec. 893.80, stats, and the Participating Health Department(s) agree that nothing contained herein shall waive the rights and defenses to which each Participating Health Department(s) may otherwise be entitled, including all of the immunities, limitations and defenses under sec. 893.80, stats.

14. Miscellaneous Provisions.

(a) Term and Termination. This Agreement shall commence for each Participating Health Department upon its execution of this Agreement and shall continue until such Participating Health Department terminates its participation in this Agreement. Any Participating Health Department may terminate its participation in this Agreement at any time by providing written notice to the Consortium and to all other Participating Health Departments at least thirty (30) days prior to the effective date of such termination.

(b) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin regardless of any conflict of law principles to the contrary. For purposes of any legal or administrative action involving a receiving county, venue for such action shall be in either the Circuit Court of the receiving county, or the Eastern District of Wisconsin.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; provided, however, that if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(d) Effect on Other Agreements. Participating Health Departments may enter into or maintain agreements with other Participating Health Departments or other entities regarding any matter covered by this Agreement ("Supplementary Agreements"). The Supplementary Agreements shall not bind any party to this Agreement who is not a party to the Supplementary Agreement. In the event of a conflict between the provisions of this Agreement and those of any Supplementary Agreements, the provisions of the Supplementary Agreements will govern as between the parties to the specific Supplementary Agreement.

(e) Amendments. Amendments or modifications to this Agreement shall be made in writing and executed by all Participating Health Department(s).

(f) Effective Date. This Agreement becomes effective on the date in which any two member health departments of the Coalition have signed this Agreement and have thus agreed to be bound by its provisions.

(g) Breach not Waiver. A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

(h) Audit. This paragraph applies only in the event that funds are exchanged with the City of Milwaukee pursuant to this Agreement (whether provided to the City of Milwaukee, or provided by the City of Milwaukee to another signatory). At any time during normal business hours and as often as the City of Milwaukee, or if federal or state grants or assistances are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City of Milwaukee or such agency for examination all of its records with respect to all matters covered by this Agreement and the party receiving or providing funds shall permit the City of Milwaukee or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

EXHIBIT A

HEALTHCARE EMERGENCY READINESS COALITION (HERC), INC.
REGION SEVEN
INTERGOVERNMENTAL MUTUAL ASSISTANCE AGREEMENT

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of this _____ day of _____, 2021.

CENTRAL RACINE COUNTY HEALTH DEPARTMENT

By: ^{DocuSigned by}
Jeff Langlieb 10/21/2021 Attest: _____
ECE84DF437E04FE
Title: Health Officer Title: _____

CITY OF MILWAUKEE HEALTH DEPARTMENT

By: ^{DocuSigned by}
Karen Jones 10/21/2021 Attest: _____
33A97578100F455
Title: Commissioner of Health Title: _____

Countersigned:

^{DocuSigned by}
Joshua Benson 10/22/2021
E789BB6ADA514B9
For Aycha Sawa, Comptroller Date

CITY OF RACINE HEALTH DEPARTMENT

By: ^{DocuSigned by}
Dottie Kay Bowersox 10/22/2021 Attest: _____
8C26FFCAF20C41E
Title: Public Health Administrator Title: _____

CITY OF CUDAHY HEALTH DEPARTMENT

By: _____ Attest: _____
Title: _____ Title: _____

FOND DU LAC HEALTH DEPARTMENT

By: ^{DocuSigned by}
Kimberly Mueller 10/21/2021 Attest: _____
78F814FD342543E
Title: Health Officer Title: _____

CITY OF FRANKLIN HEALTH DEPARTMENT

By: _____ Attest: _____
Title: Health Officer Title: _____

VILLAGE OF GREENDALE HEALTH DEPARTMENT

By: ^{DocuSigned by}
Ashley Haas 10/21/2021 Attest: _____
6EE5789B9EE44C
Title: Interim Public Health Director Title: _____

CITY OF GREENFIELD HEALTH DEPARTMENT

By: ^{DocuSigned by}
Nancy J. Rowell 10/25/2021 Attest: _____
41458C0A538E409
Title: Health Officer/Director Title: _____

VILLAGE OF HALES CORNERS HEALTH DEPARTMENT

By: ^{DocuSigned by}
Ashley Haas 10/21/2021 Attest: _____
6EE5789B9EE44C
Title: Interim Public Health Director Title: _____

KENOSHA COUNTY HEALTH DEPARTMENT

By: ^{DocuSigned by}
Dr. Jen Freiheit 10/21/2021 Attest: _____
AA6F878E393A467
Title: Health Director Title: _____

NORTH SHORE HEALTH DEPARTMENT

By: ^{DocuSigned by}
Kathleen Platt 10/21/2021 Attest: _____
BT8AF96DF492466
Title: Interim Health Director Title: _____

CITY OF OAK CREEK HEALTH DEPARTMENT

By: ^{DocuSigned by}
Dan Bukiewicz 10/21/2021 Attest: ^{DocuSigned by}
Catherine Roeske 10/21/2021
72FAABC82AF6460 BFEC02F399DC41D
Title: Mayor Title: City Clerk, CMC/WCMC City of Oak Creek

SHEBOYGAN COUNTY HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC HEALTH

By: ^{DocuSigned by}
Starrlene Grossman 10/21/2021 Attest: _____
BFDA21D9F4EE45B
Title: Health Officer/Division Manager Title: _____

SOUTH MILWAUKEE/ ST. FRANCIS HEALTH DEPARTMENT

By: DocuSigned by Jackie Owe 10/21/2021 Attest: DocuSigned by Mary Kosterman 10/21/2021
E6104BC051044E7 CA2E2AACE1E3425

Title: Public Health Administrator/Health Officer Title: Public Health Nurse Supervisor

WALWORTH COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: DocuSigned by Erica Bergstrom-Lipniak 10/22/2021 Attest: _____
88D9D71A1C9B4C3

Title: Health Officer Title: _____

WASHINGTON/OZAUKEE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

WAUKESHA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF WAUWATOSA HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

WEST ALLIS HEALTH DEPARTMENT

By: DocuSigned by Robert Wischow 10/22/2021 Attest: _____
543484C4BCCF4B4

Title: Health Commissioner Title: _____

EXHIBIT B

HEALTHCARE EMERGENCY READINESS COALITION (HERC), INC.
REGION SEVEN
INTERGOVERNMENTAL MUTUAL ASSISTANCE AGREEMENT

AUTHORIZED REPRESENTATIVE DESIGNATION WORKSHEET

Date: _____

Name of Participating Health Department: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to request, offer, or provide assistance:

Health Officer/Commissioner, or other designee, or other party named by the governing body

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Cell Phone: _____

Fax: _____ E-Mail: _____

First Alternate Designee

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Cell Phone: _____

Fax: _____ E-Mail: _____

Second Alternate Designee

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Cell Phone: _____

Fax: _____ E-Mail: _____

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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 November 2, 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">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)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.7.</p>

At the regular meeting of the Plan Commission on October 21, 2021, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of 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 Business District, for properties addressed as 7401, 7295, and 7255 West Rawson Avenue in their entirety, and the upper portion (approximately 18,000 square feet) of 7401A West Rawson Avenue. The Plan Commission's recommendation in regard to the Rezoning Application has been reflected in the attached draft Ordinance.

The applicant proposes to develop the properties to be rezoned for commercial uses. Additional site plan applications are anticipated, along with a certified survey map application and potentially special use applications.

The Plan Commission vote on this application was unanimous (5-0-2).

COUNCIL ACTION REQUESTED

A motion to approve Ordinance 2021-_____, 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 Business District, for properties addresses as 7401, 7295, and 7255 West Rawson Avenue in their entirety, and the upper portion (approximately 18,000 square feet) of 7401A West Rawson Avenue

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-28-21]

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE
(ZONING MAP) TO REZONE CERTAIN PARCELS OF LAND FROM R-6
SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT AND B-3
COMMUNITY BUSINESS DISTRICT TO B-2 GENERAL BUSINESS DISTRICT
(LOCATED AT 7401 WEST RAWSON AVENUE, 7295 WEST RAWSON AVENUE,
7255 WEST RAWSON AVENUE AND THE UPPER PORTION (APPROXIMATELY
18,000 SQUARE FEET) OF 7401A WEST RAWSON AVENUE)
(4.50386 ACRES)
(DAVID J. CHURCH, RAWSON VENTURES LLC, APPLICANT)

WHEREAS, David J. Church, Rawson Ventures LLC having petitioned for the rezoning of 4.50386 acres of land, from R-6 Suburban Single-Family Residence District and B-3 Community Business District to B-2 General Business District, such land located at 7401 West Rawson Avenue (R-6 to B-2), 7295 West Rawson Avenue (B-3 to B-2), 7255 West Rawson Avenue (B-3 to B-2) and the upper portion (approximately 18,000 square feet) of 7401A West Rawson Avenue (R-6 to B-2); and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 21st day of October, 2021, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for lands located at 7401 West Rawson Avenue, 7295 West Rawson Avenue, 7255 West Rawson Avenue and the upper portion (approximately 18,000 square feet) of 7401A West Rawson Avenue, described below, be changed from R-6 Suburban Single-Family Residence District and B-3 Community Business District to B-2 General Business District:

Being all of Parcel 1 of Certified Survey Map No. 5689, part of Parcel 2 of Certified Survey Map No. 4486, all of Outlot 1 of Certified Survey Map No. 6811, all of Parcel 2 of Certified Survey Map 6811 and all of a 60 foot wide road reservation as shown on Certified Survey Map No. 6811, all in the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more particularly described as follows: Commencing at the Northwest corner of said Northwest 1/4; thence N 89°26'56" E, along the north line of said Northwest 1/4, 510.17 feet; thence S 00°08'02" E, 75.00 feet to the point of beginning; thence N 89°26'51" E, 669.11 feet; thence S00°08'04" E, 300.00 feet; thence S 89°26'54" W, 308.48 feet; thence S 89°26'46" W, 269.82 feet; thence N 00°12'35" W, 50.01 feet; thence S 89°26'54" W, 90.76 feet; thence N 00°08'01" W, 250.00 feet to the point of beginning. Said rezoning area containing 196,188 Sq. Ft. (4.50386 Acres). Tax Key Nos. 756-9993-013, 756-9993-019, 756-9993-018 and 756-9993-005.

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

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

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ORDINANCE NO. 2021-_____

Page 3

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of October 21, 2021

REZONING

RECOMMENDATION: Department of City Development Staff recommends approval of this application as submitted by Rawson Ventures, LLC.

Applicant: David J. Church, Rawson Ventures LLC

Property Owner/Applicant: Brian Brunn, Steven Brunn, and Dawnn Behrendt

Property Addresses: 7255, 7295, 7401, 7401A West Rawson Avenue

Tax Key Numbers: 756-9993-013, 756-9993-019, 756-9993-018, 756-9993-005

Aldermanic District: District 5

Agent: David J. Church, Rawson Ventures LLC
Mark Seidl, Pinnacle Engineering Group
Adam Stein, logic design & architecture, inc.

Current Zoning: R-6 Suburban Single-Family Residence District and B-3 Community Business District

Proposed Zoning: B-2 General Business District

2025 Comprehensive Plan: Commercial

Action Requested: Recommendation for approval of rezoning

Staff: Heath Eddy, AICP, Planning Manager

APPLICANT’S REQUEST

The applicant is requesting rezoning approval for four existing parcels (three developable parcels and an outlot) fronting Rawson Avenue just east of the Orchard View Shopping Center and the McDonald’s and just west of the Anderson Dental office. The applicant proposes to redevelop the property as a series of standalone commercial retail, restaurant, financial, or mixed office uses, each with a drive-through facility. The Common Council heard a Concept Review for this development proposal on September 7, 2021 (staff report attached as Appendix 9).

The two western properties (addressed as 7401 and 7401A) are currently zoned R-6 Suburban Single-Family Residence and the other two parcels are zoned B-3 Community Business. The B-3 District is the same zoning for the Orchard View Shopping Center and adjacent commercial lots, while B-2 zoning is currently located on the north side of Rawson Avenue from the Root River

Center west to South 76th Street. The applicant is requesting to rezone the road frontage area (a depth of approximately 300 feet from the right-of-way south) to B-2 General Business.

PROJECT DESCRIPTION

The applicant proposed the rezoning in order to maximum the potential commercial uses for the proposed development. The applicant intends to re-designate lot lines in the development to create four lots for commercial development. As shown on the attached Conceptual Site Plan (Appendix 5), the proposed development would establish four commercial lots for development, which are conceptually intended for (left to right):

- Pad 1: A quick-service restaurant on the western parcel adjacent McDonald's, including 3,165 square feet of building, 33 parking spaces, and double drive-through lanes;
- Pad 2: A quick-service coffee tenant, including 2,200 square feet of building, 26 parking spaces, and a single drive-through lane;
- Pad 3: A financial institution (or potential other commercial), including 2,450 square feet of building, 25 parking spaces, and a single drive-through lane; and
- Pad 4: A combination facility with up to three tenants which the applicant indicates could be a sit-down restaurant, general retail, and/or office, with up to 6,000 square feet of building, 62 parking spaces, and a single drive-through lane on the east side of the building.

The total proposed building area is 13,815 square feet combined for the four lots. The proposed design is separate buildings on separate lots with parking varying in ratio from 10.2 spaces/1000 square feet of building area on Pad 3 up to 11.8 spaces/1000 square feet of building area on Pad 2; an average of 10.6 spaces/1000 square feet of building area. At their Concept Review discussion, Council noted that the proposed development was overly dense with parking and drive-through facilities. Based on this, the applicant has revised the proposal to reduce parking on-site. The Conceptual Site Plan in Appendix 5 reflects these changes.

STAFF ANALYSIS

City Development staff notes the following regarding the proposed development of the property:

Consistency with the Comprehensive Plan

The entire property area is designated "Commercial" by the City of Franklin 2025 Comprehensive Master Plan. To the extent the applicant is requesting a business zoning designation this application is consistent with the Future Land Use Map.

Current Zoning and Proposed Development

The subject property is currently zoned R-6 Suburban Single-Family Residence and B-3 Community Business. This combination permits a single-family residence (on the two western lots, both of which contain a residential use type) and some combination of service or retail uses, generally similar to the B-2 District but not as expansive in the breadth of commercial uses. The proposed development includes a more expansive list of auto-oriented uses that is included in the B-2 General Business District. However, it should be noted that in either the B-2 or B-3 districts, *any drive-through operation requires a Special Use approval*, therefore additional review and approval by the Common Council would be required for each location in the proposed development. It also should be noted that if the B-2 rezoning is approved, the B-3

District for the Anderson Dental property just east of the proposed development would be a single parcel of B-3 zoning.

Staff compared the B-2 and B-3 districts to ascertain the key differences in the two districts as shown below in Table 1:

Table 1: B-2 vs. B-3 Development Standards and Use Totals

Minimum Standard	B-2 General Business	B-3 Community Business
Minimum Landscape Surface Ratio (LSR)	0.35	0.40
Maximum Gross Floor Area Ratio (GFAR)	0.37	0.34
Maximum Net Floor Area Ratio (NFAR)	0.57	0.57
Minimum Lot Area	20,000 sq. ft.	40,000 sq. ft.
Minimum Lot Width @ Setback Line	100 feet	150 feet
Minimum Front Yard	25 feet	40 feet
Minimum Side Yard	10 feet	10 feet
Minimum Corner Side Yard	25 feet	40 feet
Minimum Rear Yard	20 feet	20 feet
Maximum Building Height	2.0 stories/35 feet	2.0 stories/35 feet (retail) 3.0 stories/45 feet (office)
Number of Permitted Uses	151	119
Number of Special Uses	109	42

The difference between the two districts is clear: B-2 is far more permissive of uses allowed and less restrictive in terms of building location. The difference in the amount of building area permitted is negligible (a GFAR of 0.34 vs. 0.37 would be only 1,200 sq. ft. per 40,000 square feet of lot area, a standard which the applicant will not even approach with this development). More restrictive building locations (increased setbacks) also would mean little since the applicant's design presumes a fairly large front yard to accommodate the cross-access (about which, see below) and generally wide yards elsewhere for additional vehicle parking/drive-through routing. The key reason for this request is greater flexibility for minimum lot area and the number of uses permitted. It's not necessarily a problem to be more flexible in terms of uses (more flexibility would perhaps permit each lot to continue to be viable over the long-term). However, it should be clear that this is what is being requested.

Proposed Development Design and Adjacent Properties

City Development staff provided design requirements with the Concept Review (Appendix 9). What is addressed below are specific comments addressed by the applicant following the Council's review.

- **Cross-Access.** Access is derived from a single existing commercial driveway currently used by Anderson Dental (just east of the proposed development area). To accommodate this limitation, the site design provides for cross-access, including the dental office.
- **Pedestrian Access.** The plan designates additional pedestrian routes between the proposed buildings, the Rawson sidewalk, and around the buildings. Pedestrian safety will be

paramount with the proposed drive-through facilities.

- **Parking Intensity.** The proposed overall parking ratio (10.6 spaces per 1,000 square feet of floor area) is very high, which means the property is dominated by restaurant-type uses. Staff analysis is provided in Table 2:

Table 2: Parking Assignment for Proposed Development

Pad Site Proposed Use	By Use	SF	UDO Parking Ratio	UDO Parking Max*	UDO Parking Max Range	Proposed Parking
Pad 1 Restaurant	Total Building	3,165	20/1000	64	36 - 64	33
	Seating	1,165	20/1000	23		
	Kitchen/Service	2,000	6.5/1000	13		
Pad 2 Coffee Shop	Total Building	2,200	20/1000	44	28 - 44	26
	Seating	1,000	20/1000	20		
	Kitchen/Service	1,200	6.5/1000	8		
Pad 3 Financial	Total Building	2,450	5/1000	13	13	25
Pad 4 Multi-Use**	Total Building	6,000			58	62
	Restaurant	2,000	20/1000	40		
	Retail	2,500	5/1000	13		
	General Office	1,500	3.33/1000	5		
Totals		13,815		179	145 - 179	146

This is still a lot of area devoted to vehicle storage, but the applicant has significantly reduced the amount of parking on the site from the earlier iterations of this plan (which showed 190 spaces or more in the earlier iterations).

- **Landlocked Parcel Access.** The proposed development design creates a “street” access from the single Rawson driveway south to the 10.8-acre landlocked parcel south of the development site, as well as an additional access to the “orphaned” portion of 7401A W. Rawson Avenue that will be developed at a future date. Most of that property is proposed to remain in the R-6 District at this time.

City Department Comments

- **Engineering Department.** No comments.
- **Inspection Services Department.** Inspection Services has no comments on the proposal at this time.
- **Fire Department.** No specific comment at this time.
- **Police Department.** The PD has no comment regarding this request.

STAFF RECOMMENDATION:

City Development staff continues to have concerns with the direction this development is taking. The proposal remains very intensive for vehicle traffic and there's little support to indicate that this will be an effective development for the City long-term.

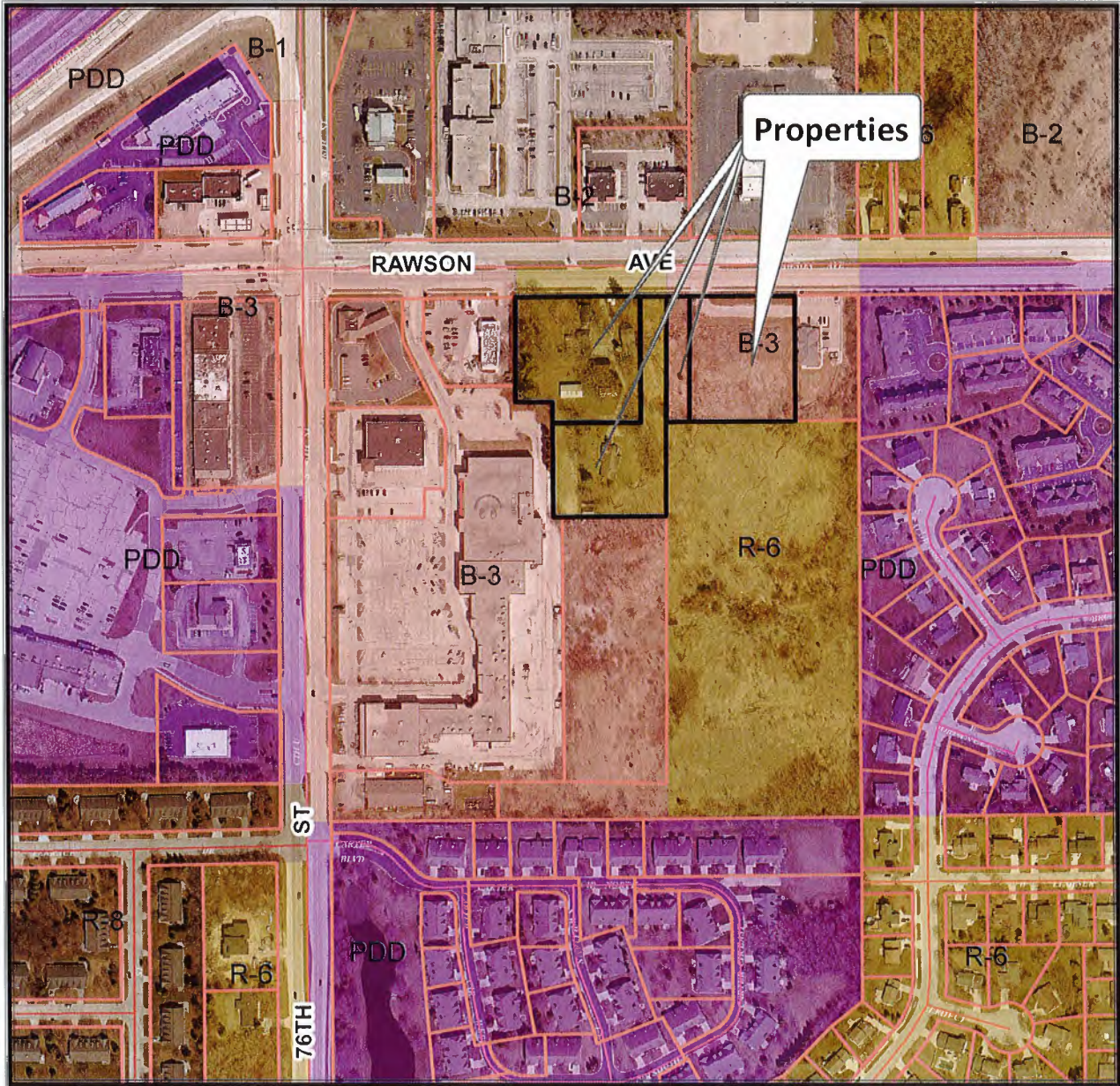
Nevertheless, the property is designated as "Commercial" by the Comprehensive Plan, and therefor staff recommends approval of this request, as provide in the draft ordinance attached to this staff report.

APPENDICES:

1. City of Franklin Ordinance No. 2021-____, draft dated October 11, 2021
2. Planning Maps of Subject Property
3. Rezoning Application, dated May 18, 2021
4. Applicant's Development Summary, revised and submitted October 8, 2021
5. Revised Conceptual Site Plan, revised and submitted October 11, 2021
6. Aerial Map with Conceptual Plan Overlaid, submitted October 11, 2021
7. Legal Description of Subject Property
8. Staff Comments dated June 16, 2021, and Applicant's Responses dated October 11, 2021
9. Common Council Concept Review Staff Report, dated September 7, 2021

7401, 7295 & 7255 W. Rawson Ave.

TKNs: 756 9993 013, 756 9993 019, 756 9993 018 & 756 9993 005



Planning Department
(414) 425-4024

0 230 460 920 Feet

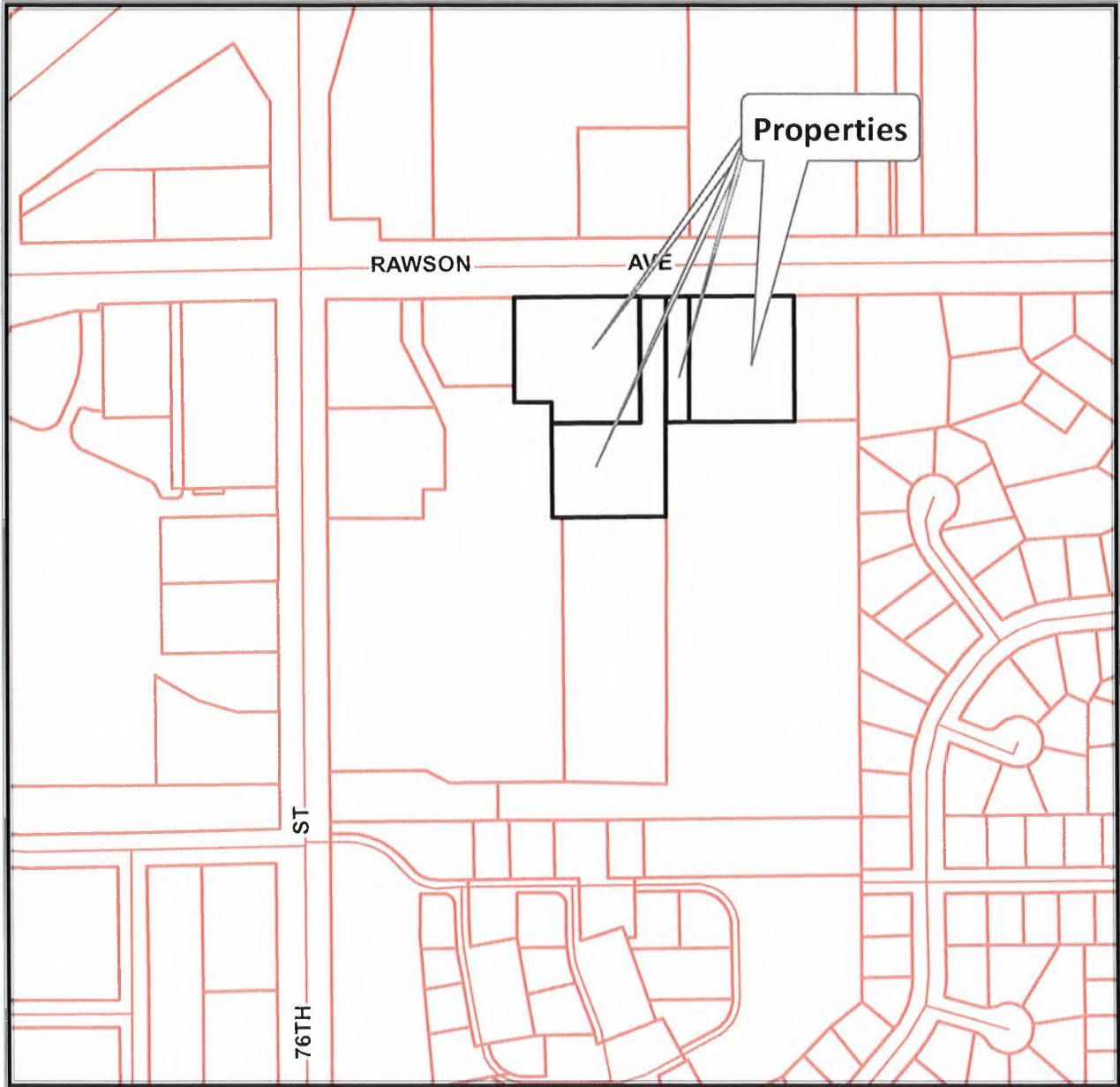


2021 Aerial Photo

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.

7401, 7295 & 7255 W. Rawson Ave.

TKNs: 756 9993 013, 756 9993 019, 756 9993 018 & 756 9993 005



Planning Department
(414) 425-4024

0 230 460 920 Feet

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



2021 Aerial Photo



Date of Application: _____

REZONING APPLICATION

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

Applicant (Full Legal Name[s]):		Applicant is Represented by: (contact person){Full Legal Name[s]}	
Name: <u>David J Church</u>	Name: _____	Name: _____	
Company: <u>Rawson Ventures LLC</u>	Company: _____	Company: _____	
Mailing Address: <u>12610 W. North Ct</u>	Mailing Address: _____	Mailing Address: _____	
City / State: <u>New Berlin, WI</u> Zip: <u>53151</u>	City / State: _____ Zip: _____	City / State: _____ Zip: _____	
Phone: <u>414-737-1680</u>	Phone: _____	Phone: _____	
Email Address: <u>dchurch23@att.net</u>	Email Address: _____	Email Address: _____	
Project Property Information: <u>7401 A. W Rawson Ave</u>	<u>7295</u>	<u>7255 W Rawson Ave.</u>	
Property Address: <u>7401 W. Rawson Ave</u>	Tax Key Nos: _____	Tax Key Nos: _____	
Property Owner(s): <u>Brian Brunn</u>	Existing Zoning: _____	Existing Zoning: _____	
Mailing Address: <u>7401 W Rawson Ave</u>	Existing Use: _____	Existing Use: _____	
City / State: <u>Franklin, WI</u> Zip: <u>53132</u>	Proposed Use: _____	Proposed Use: _____	
Email Address: <u>dchurch23@att.net</u>	CMP Land Use Identification: _____	CMP Land Use Identification: _____	

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

Rezoning submittals for review must include and be accompanied by the following:

- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin: \$1,250 \$350 (One Parcel Residential)
- Legal Description for the subject property (WORD.doc or compatible format).
- Seven (7) complete **collated** sets of Application materials to include:
 - One (1) original and six (6) copies of a written Project Summary, including a general description of the proposed development of the property, proposal's intent, impacts, and consistency with the Comprehensive Master Plan.
 - Seven (7) **folded** copies of a Plot Plan, or Site Plan, drawn to a reasonable scale (at least 11"x17" or as determined by the City Planner or City Engineer) and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
- Email (or CD ROM) with all plans/submittal materials.
- Additional Information as may be required.

- Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Requires a Class II Public Hearing notice at Plan Commission.
- Rezoning requests require Plan Commission review and recommendation 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).

Dawn R. Behrendt
 Signature - Property Owner
Dawn R. Behrendt
 Name & Title (PRINT)
 Date: 5-14-21

David J Church
 Signature - Applicant
David J. Church
 Name & Title (PRINT)
 Date: 5/14/21

 Signature - Property Owner

 Name & Title (PRINT)
 Date: _____

 Signature - Applicant's Representative

 Name & Title (PRINT)
 Date: _____

Development Summary 7401 W Rawson Ave

10-8-21

Developer David Church is proposing to develop the Brunn Family Farm property that fronts Rawson Ave located at 7401 W Rawson Ave. The property is currently partially developed with 2 residences and a few out buildings with the rest of the property unfarmed farm land. Total acreage of the combined properties is approx. 6 acres, however the proposed development will include approx. 4.5 acres.

Developer plans to subdivide the property into 5 separate parcels. The four parcels along Rawson Ave would be Re-Zoned to B-2 and developed into commercial properties with a retail focus. Businesses to be located here have yet to be finalized however it is likely that the tenants will include National Quick Service Restaurants with drive-thru capability – a National Coffee Business and Multi-Tenant Retail Center. All of the buildings will have patio seating, bike racks and be pedestrian friendly. The fifth parcel which is on the southwest portion of the property is not part of this initial proposal. I will consider the best use of that remaining acreage as the proposed development takes shape. The proposed development will look to uphold the city's standards for architecture, landscaping, access and parking.

The 4 commercial pads I am proposing the following:

- Western most pad for a national Quick Service Restaurant with a drive-thru.
- East of this pad I am proposing a national coffee tenant with drive-thru.
- East of the coffee pad I am in discussions with retail businesses and restaurants - however would like to retain flexibility to respond to the marketplace for another user type.
- The Eastern most pad, pad east of the proposed road will be a 2-3 tenant retail building that could include a sit-down restaurant & general retail.
- An access road will be installed to provide ingress/egress into the O'Malley property to the south of the proposed.
- Estimated Development Value once stabilized \$8,000,000

The impact of the development will be a natural extension of the existing commercial corridor while enhancing retail-dining-service options for the community. With the success of the development at The Rock I feel that my proposal is a natural extension of the commercial development momentum.

The city's master plan designates the proposed properties as "commercial" so the development fits into the master plan.

MEMORANDUM

Date: June 16, 2021 **Responses 10-11-21**
 To: David J. Church
 CC: Mark Seidl
 From: Department of City Development. Heath Eddy, Planning Manager
 RE: Application for Rezoning, 7255, 7295, and 7401 W. Rawson Avenue.

Please be advised that city staff has reviewed the above application received on May 18, 2021, for a rezoning of existing properties zoned R-6 Suburban Single-Family Residential and B-3 Community Business to B-2 General Business. The following comments are for your review and consideration.

Department of City Development

1. **Future Land Use Designation.** The specific rezoning request for B-2 is nominally supported by the Comprehensive Master Plan, which designates the property as “Commercial”. However, see specific comments below under Conceptual Site Plan.
2. **Project Summary.** The submitted project summary is a little thin on details. The Common Council is going to want more detail as to what you are proposing in order to feel comfortable with rezoning this property to the specific district you are requesting. **Updated Summary Provided**
3. In Re TKN 756-9993-005:
 - A. Your project summary identifies a specific proposed use of the property but the current zoning (R-6) doesn’t support the request. A future rezoning application will be necessary in order to do as you request, and staff cannot verify the number of proposed residential units you are looking to develop. **N/A**
 - B. Access from the rest of the proposed development area is problematic. See below. **N/A**
 - C. Is a residential use on the remainder (approx. 1.4 acres in area) really going to be marketable? This parcel is located 48 feet from the back side of the Orchard View shopping plaza (the loading area of this retail strip), and will be located right behind what you are proposing as primarily auto-oriented drive-through restaurants and financial institutions. Would single-family attached units really market well from this location? **N/A**
4. **Legal Description.** The legal description as submitted is insufficient for preparation of a public hearing notice and for revising the Zoning Map. An updated legal description that creates a continuous metes-and-bounds area is required for this application. **Provided**
5. **Landlocked Access/Future Roadway.** The proposed development needs to account for future ingress-egress to the landlocked property to the southeast. The most recent CSM for this project area (CSM #6811) identifies a 60-foot wide strip as “Lands to be Reserved to the City of Franklin for Public Road Purposes”. Whether or not the City wants a public road through this area is not

clear, but access across your development area is required. The Conceptual Site Plan does identify this area, but the design does not integrate the access for this property. **Access Road Included**

6. **Conceptual Site Plan.** The submitted Conceptual Site Plan features a total of 14,800 square feet of building, 194 parking spaces, and 4 monument signs, as well as two cross-access easements (north side and south side) of the development site. **Revised site layout includes ±13,815sf of building with 146 total parking stalls and (4) monument signs**
 - A. The proposed parking ratio (13.95 spaces per 1,000 square feet of floor area) is far higher than the minimum required for similar uses by the UDO. Only General Restaurant is listed with a higher ratio (20/1000). UDO Section 15-5.0203B specifies that an applicant “submit [sic] reasonably sufficiently proof that the maximum number of required parking spaces would be insufficient for the proposed use’s project parking demand.” **Revised site layout has reduced parking (per staff and initial Common Council recommendations), now with an overall ratio of 10.57 spaces per 1,000sf of floor area. From our experience, 10/1,000sf is a general current industry standard for mixed developments like this. The current QSR tenants we are working with prefer higher parking ratios consistent with our previous site plan (based on their experience and market intel), but we believe our current layout and adjacent parking opportunities between sites should be sufficient and acceptable. Based on our team’s substantial experience with similar developments and our National Tenants, we strongly recommend not reducing parking below this 10/1,000sf ratio. Important to note that the currently proposed 146 parking stalls is less than staff’s 151-179 stall UDO analysis from the prior Common Council meeting, further supporting our opinion that our proposed revised site is reasonably parked.**
 - B. The proposed design with two sets of cross access creates a substantial number of potential conflict points across the development as a whole. **Revised Site layout has made several adjustments to address this concern.**
 - i. **Rear cross access is one-way within Outlots 1&2, transitioning to 2-way on Outlot #3 which contain future access points to each Southern property, note that the parking has also been removed from this drive aisle along Outlot #2 & #3 to eliminate conflict points and ease vehicular movement throughout this area.**
 - ii. **Vehicle calming devices such as stop signs, site wayfinding, cross-hatched pedestrian crossings, etc. have been added to alleviate the number of conflict points.**
 - iii. **Parking spaces and Outlot#4 drive-thru entrance previously along the main ‘private road’ were removed/relocated to allow for the free movement of vehicles and lessen the conflict points that may arise from cars backing up into a main thoroughfare in the development.**
 - C. A general rule of thumb for commercial evaluation is that 1 acre should have an average of 10,000 square feet of building area, which in this case would yield 59,100 square feet of

building area. The reliance on drive-through facilities increases the amount of paved surface and decreases the available building area potential. **Noted, although the 10,000sf/acre factor sited assumes multi-story development without a private road to provide access to adjacent sites. A 10,000sf multi-tenant retail building appropriately parked with stormwater management will occupy about 2 acres depending on setbacks and other factors. Important to note that our proposed site plan is only developing ±4.5 acres, which includes substantial stormwater facilities and a private road with connections to adjacent otherwise inaccessible properties. We believe that the revised proposed site plan is of appropriate density to not only accommodate the site specific challenges and easements, but also satisfy the requirements of actual tenants that are excited to be a part of this new development. Our development team working on this project consists of Developer, Broker, Civil Engineer, and Architect that all have significant experience and specialize in retail developments in this region - we are working with the active National tenants daily and responding to the actual market demands to transform historically underutilized properties such as this into high quality modern new developments for communities, which not only adds amenities for residents but also tax base for municipalities.**

D. As noted above, the design does not account for future access for the remainder of TKN 756-9993-005. It is noted on the plan but there is not allowance for it. **Connection points added to revised site plan**

7. **Recommendation.** Given the concerns above, staff suggests the applicant should request a Concept Review with the Common Council.

Engineering Department Comments

8. No comments.

Inspection Services Department Comments

9. Inspection Services has no comments on the proposal at this time.

Fire Department Comments

10. No specific comment at this time.

Police Department Comments

11. The PD has no comment regarding this request.

<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;">11/02/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">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 THERETO (PAYNE & DOLAN, INC., OWNER AND APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.8.</p>

Following a public informational hearing held on September 23, 2021, and a second public hearing on October 21, 2021, the Plan Commission carried *a motion to recommend approval of 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 thereto, subject to technical corrections by staff.*

The draft ordinance dated October 25, 2021, and attached to the meeting packet, includes the technical corrections noted above, specifically reordering sections 8, 9 and 10. The conditions recommended by City Development staff in the report to the Plan Commission are part of this ordinance as sections 4, 5, 6 and 7.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2021-_____, 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 thereto (Payne & Dolan, Inc., owner and applicant)

ORDINANCE NO. 2021-_____

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 THERETO (PAYNE & DOLAN, INC., OWNER AND APPLICANT)

WHEREAS, on April 29, 2021, Payne & Dolan, Inc. submitted a Reclamation Plan for the quarry and its use upon property zoned Planned Development District No. 23 (Limestone Quarry and Mixed Use) and Planned Development District No. 24 (Limestone Quarry and Mixed Use), 5335 West Rawson Avenue, Franklin, Wisconsin 53132, located within the approximate boundaries of West Rawson Avenue on the north, West Drexel Avenue on the south, South 51st Street on the east and South 68th Street on the west; and

WHEREAS, a reclamation plan is required for nonmetallic mining uses pursuant to Wis. Stat. § 295.12(3)(c) and §176-13A. of the Municipal Code of the City of Franklin, Wisconsin, and City of Franklin Unified Development Ordinance Section 15-3.0428, citing Ordinance No. 97-1456 (PDD No. 23), §13.26S., and Unified Development Ordinance Section 15-3.0429, citing Ordinance No. 97-1457 (PDD No. 24), §13.27T.; and

WHEREAS, the Reclamation Plan was submitted by the applicant following substantial reviews by and upon being recommended for approval by the Quarry Monitoring Committee; and

WHEREAS, a public informational hearing upon the Reclamation Plan was held before the Plan Commission pursuant to Wis. Stat. § 295.12(3)(d) and §176-15 of the Municipal Code of the City of Franklin, Wisconsin, on September 23, 2021; and a public hearing with regard to the issuance of a permit for the Reclamation Plan and the incorporation of the Plan into PDD Nos. 23 and 24, was held before the Plan Commission on October 21, 2021; and

WHEREAS, the Plan Commission having reviewed the Reclamation Plan and having recommended approval thereof, incorporation into PDD Nos. 23 and 24 and the issuance of a permit thereunder to the Common Council, and the Department of City Development and the Engineering Department also having reviewed and recommended, accordingly; and

WHEREAS, a copy of the proposed Reclamation Plan was available and open to inspection by the public, together with a copy of this ordinance in draft form, in the Office of

the City Clerk for not less than two weeks prior to October 21, 2021, pursuant to Wis. Stat. § 66.0103(1), providing in part that some or all of a City's general ordinances in code form may be enacted by an ordinance that incorporates the code by reference, and the Common Council having considered such proposed amendments and having found same to be reasonable and necessary to promote and protect the public health, safety and welfare of the Community.

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

SECTION 1: The Reclamation Plan and the issuance of a permit therefore for the quarry and its use upon property zoned Planned Development District No. 23 (Limestone Quarry and Mixed Use) and Planned Development District No. 24 (Limestone Quarry and Mixed Use), 5335 West Rawson Avenue, Franklin, Wisconsin 53132, located within the approximate boundaries of West Rawson Avenue on the north, West Drexel Avenue on the south, South 51st Street on the east and South 68th Street on the west, dated April 29, 2021, be and the same is hereby approved, subject to review by all applicable City Departments, including, but not limited to the Department of City Development and the Engineering Department, and any conditions required upon and following such reviews, pursuant to Chapter 176 of the Municipal Code, Nonmetallic Mining Reclamation, and subject to and pursuant to obtaining all required reviews and approvals as may be required pursuant to Chapter 295 Subchapter I, Nonmetallic Mining Reclamation, of the Wisconsin Statutes.

SECTION 2: Unified Development Ordinance Section 15-3.0428, citing Ordinance No. 97-1456 (PDD No. 23), §13.26S.5. and Unified Development Ordinance Section 15-3.0429, citing Ordinance No. 97-1457 (PDD No. 24), §13.27T.5., hereby incorporate and include the Reclamation Plan dated April 29, 2021 into and as a part of Unified Development Ordinance Section 15-3.0428 and Unified Development Ordinance Section 15-3.0429, respectively; the Reclamation Plan dated April 29, 2021 is and shall be maintained and available for public inspection in the Office of the City Clerk, the Reclamation Plan having been presented to and approved by the Common Council on _____, 2021, and which is incorporated herein by reference pursuant to §66.0103(1) of the Wisconsin Statutes, and as previously proposed had been on file for public inspection in the Office of the City Clerk for more than 2 weeks prior to such date and which as approved by the

Common Council shall so remain, also pursuant to §66.0103(1) of the Wisconsin Statutes.

SECTION 3: The City Clerk is hereby directed to obtain the inclusion in the Municipal Code Unified Development Ordinance of an Editor's Note by the codifier or otherwise, immediately following Unified Development Ordinance Section 15-3.0428, citing "Ordinance No. 97-1456 (PDD No. 23) §13.26S.5." and Unified Development Ordinance Section 15-3.0429, citing "Ordinance No. 97-1457 (PDD No. 24) §13.27T.5.", stating: "The quarry Reclamation Plan dated April 29, 2021 is available for public inspection in the Office of the City Clerk."

SECTION 4: The operator shall bear the cost of a groundwater study to determine if the water in the lake will reach the level anticipated in this reclamation plan, this study shall be prepared by a registered professional geologist or professional engineer 5 years or less prior to the cessation of the extraction operations. If the study indicates that the anticipated lake level cannot be achieved, the operator shall prepare an alternate reclamation plan eliminating the lake and filling the pit.

SECTION 5: The operator shall add a water elevation range for the reclaimed quarry lake to the criteria for assessing successful reclamation in Section VII of the Reclamation Plan.

SECTION 6: Pursuant to Municipal Code Section 176-13D.(1), the operator shall bear the cost of a site-specific engineering analysis performed by a registered professional engineer to evaluate the proposed earthwork, including final slopes angles and slopes stabilization measures, this study shall be prepared 5 years or less prior to the cessation of the extraction operations.

SECTION 7: The operator shall adjust the financial assurance to match the total cost of reclamation (\$670,460) in accordance with Municipal Code Section 176-14A.(12).

SECTION 8: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

ORDINANCE NO. 2021-_____

Page 4

SECTION 9: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 10: This ordinance shall take effect and be in force from and after its passage and publication.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of October 21, 2021

Quarry Reclamation Plan

RECOMMENDATION: City Development staff recommends approval with conditions of the Franklin Aggregates Reclamation Plan submitted by Payne & Dolan, Inc.

Table with 2 columns: Field Name and Value. Fields include Project Name, Applicant, Agent, Project Address/Tax Key, Property Owner, Current Zoning, 2025 Comprehensive Plan, Action Requested, and Staff.

Introduction

Before you is the Franklin Aggregates Reclamation Plan for the limestone quarry located in Planned Development Districts (PDD) No. 23 and 24, both PDDs cover a joint area of approximately 325 acres. According to the PDD ordinances (Ord. 97-1456/57), "the detailed reclamation plan shall explain and show how the Operator will provide a quarry lake with appropriate public access for recreational purposes and adjacent areas suitably situated and graded for private development", ... "the detailed reclamation plan need not address the Property's ultimate end-use development but only the activities required to put the land in a condition whereby such development is feasible".

According to the Guide to Developing Reclamation Plans for Nonmetallic Mining Sites in Wisconsin, "reclamation plans are required by local or county ordinance in the State of Wisconsin and all plans must be prepared in accordance with the uniform reclamation standards detailed in the Nonmetallic Mining Reclamation Rule, Chapter NR 135 of the Wisconsin Administrative Code". In the City of Franklin, a reclamation plan is required for nonmetallic mining sites per Municipal Code Section 176-13A

Background

The Planned Development District (PDD) ordinances adopted in 1997 state that “within two (2) years after the Effective Date of the portions of this Ordinance affecting the Extraction Area, the Operator shall submit a detailed reclamation plan to the city for review and approval”, specifically section 13.26.S of Ordinance No. 97-1456 and section 13.27.T of Ordinance No. 97-1457.

Payne & Dolan and Vulcan Materials (former operator) submitted a joint reclamation prior to the deadline (May 23, 2002) as noted in the staff report dated September 4, 2003 (attached to this packet). At its September 9, 2003, the Common Council did not approve the reclamation plan and referred the item back to the Plan Commission (minutes attached). In 2014, the Common Council carried a motion to notify Payne & Dolan “of the need for updating the Reclamation Plan as recommended by the Wisconsin Department of Natural Resources”. None of these efforts came to the formal approval of the reclamation plan.

On March 25, 2021, the Quarry Monitoring Committee (QMC) carried a motion to *recommend that the Reclamation Plan with updates be provided to the Common Council as ready for review by the Plan Commission*. The QMC reviewed previous versions of the reclamation plan at regular meetings on July 29, September 24, and November 12, 2020, and March 25, 2021.

This Plan Commission held an informational hearing about this reclamation plan on September 23, 2021, including a presentation by Clint Weninger of Payne & Dolan and public comments.

It is noted that under Chapter NR 135 of the Wisconsin Administrative Code published in 2000, a non-metallic mine operator needs approval of a reclamation plan and a reclamation permit before beginning of mining operations. Mining sites that were active in 2001, like the subject quarry, were granted automatic reclamation permits

Project Description/Analysis

This reclamation plan describes the activities necessary to achieve final site reclamation within three (3) years after the cessation of limestone extraction. The proposed land use of this reclamation plan is Green/Open Space, the reclaimed site will include a 250-acre lake with restored slopes and rock faces surrounding the lake. However, the green/open space use surrounding the lake is to be considered as temporary use as the final land use is not being proposed with this reclamation plan. The final land use will be subject to future zoning and comprehensive planning requirements.

Reclamation activities include: removal of buildings and equipment, grading of slopes into lake water, grading of rock face, grading of excess overburden, miscellaneous cleanup, development of public access to the lake, erosion control, revegetation as well as inspection and maintenance.

Following Chapter NR 135, Section 176-13 “Reclamation Plan” of Municipal Codes set forth the requirements to be met by nonmetallic mining reclamation plans:

Site Information

The submitted narrative and 5 plans include most of the required information, such as general location, property boundaries, aerial extent, geologic composition of the site, thickness and type of topsoil, location of reclaimed quarry lake with approximate water elevation of 690 feet (1), revegetation plan (2) and existing topography at 2-foot contour intervals (4).

It is noted that the reclamation plan does not include information on biological resources, plant communities and wildlife use adjacent to the operating mine site (3).

Post-mining land use

The proposed land use is green/open space which consists of the reclaimed quarry lake with surrounding slopes and rock face, as well as boat ramp and public access area of 5 acres adjacent to Rawson Avenue. As discussed previously, the final land use is not being proposed at this time.

Reclamation measures

A reclamation plan must include the methods and procedures to be used to achieve reclamation and proposed schedule. The proposed earthwork (1) is addressed in Section II “Proposed Earthwork and Reclamation” and in plan sheets #3 “Final conditions” and #4 “Cross-sections”, the methods of topsoil removal, storage and stabilization (2) is covered in Section IV “Revegetation Plan”; the anticipated topography (3) and facilities after cessation of mining (4) are included in plan sheet #3 “Final conditions”; the estimated cost of reclamation (5) are listed in Section VI; the standards for revegetation (6-7) are described in Section IV “Revegetation Plan” and VII “Assessing successful reclamation”; erosion control measures (8) are included in Section V; finally, the long-term reclamation safety (10) is addressed in Section IX.

Reclamation of the site shall be completed within three (3) years after the cessation of extraction operations. City Development staff recommends a site-specific engineering analysis to evaluate the proposed earthwork and slope stabilization

Criteria for successful reclamation

In order to assure successful reclamation, the reclamation plan must include measurable standards to be used in the future inspections as part of the certification of completed reclamation. These criteria are listed in Section VII “Assessing Successful Reclamation”, including removal of all building, structures and mining equipment (except ramps), completion of grading, seeding and mulching, provision of public access and revegetation standards

City Development staff recommends the addition of a surface water elevation range for the reclaimed quarry lake as a reclamation criterion to be met before the issuance of the certificate of completed reclamation.

Certification of reclamation plan

Section X contains a certification signed by Clint G. Wenninger, P.G., Land Resources Manager as duly authorized agent for Payne & Dolan, Inc.

Financial Assurance

The Planned Development District (PDD) ordinances required the provision of financial assurance to the City of Franklin in the form of a performance bond, the amount of \$200,000 for each PDD, for a total of \$400,000 (ordinance section 13.26E.1 for PDD No. 23 and section 13.27F.1 for PDD No. 24).

The total reclamation cost estimated by the operator is \$670,460. City Development staff recommends to adjust the financial assurance to match this amount in accordance with PDD ordinances: “The type and amount of the Financial Assurance required by this Ordinance may be amended by the Common Council after the Plan Commission review at the time of approval of the detailed reclamation plan”.

Staff Recommendation:

City Development Staff recommends approval with conditions of the Franklin Aggregates Reclamation Plan submitted by Payne & Dolan, Inc.

City Development Staff recommends the following conditions of approval for consideration of the Plan Commission, Sections 7-10 in the draft ordinance:

- 1 The operator shall bear the cost of an independent groundwater study to determine if the water in the lake will reach the level anticipated in this reclamation plan, this study shall be prepared 5 years or less prior to the cessation of the extraction operations. If the independent study indicates that the anticipated lake level cannot be achieved, the operator shall prepare an alternate reclamation plan eliminating the lake and filling the pit (this condition was recommended by former City Development staff in 2003).
2. The operator shall add a water elevation range for the reclaimed quarry lake to the criteria for assessing successful reclamation in Section VII of the Reclamation Plan.
3. Pursuant to Municipal Code Section 176-13D.(1), the operator shall bear the cost of an independent site-specific engineering analysis performed by a registered professional engineer to evaluate the proposed earthwork, including final slopes angles and slopes

stabilization measures, this study shall be prepared 5 years or less prior to the cessation of the extraction operations.

4. The operator shall adjust the financial assurance to match the total cost of reclamation (\$670,460) in accordance with Municipal Code Section 176-14A.(12).

April 29, 2021

Mr Regulo Martinez-Montilva
Department of City Development
9229 W. Loomis Road
Franklin, WI 53132

Subject: Reclamation Plan – Franklin Aggregates

Dear Mr Martiez-Montilva:

Enclosed is the final reclamation plan as reviewed and approved by the Quarry monitoring committee for the Franklin Aggregates quarry. We appreciate the amount of time and effort that the Quarry Monitoring Committee has spent in reviewing the plan and feel that the committee's input has led to the development of a quality reclamation plan

The purpose of this reclamation plan is to describe the activities necessary to reclaim the Franklin Aggregates Quarry site to a condition whereby future development is feasible after completion of mineral extraction activities. The plan was designed to achieve final site reclamation that is in compliance with uniform reclamation standards while fulfilling all the applicable requirements as outlined in PDDs #23 & #24, the City of Franklin Non-Metallic Mining Reclamation Ordinance and the state wide reclamation law referred to as NR-135

The proposed land use to which this site will be reclaimed is Green/Open Space. This proposed land use (outside of the envisioned lake) is to be considered a temporary use. The final end use for the reclaimed site is not being proposed at this time. The ultimate land development and end use (beyond grading, vegetation and other requirements detailed in this plan) will be subject to future land use requirements

No final end-use development proposals shall be implemented prior to submission of detailed end-use plans pursuant to then applicable City of Franklin ordinance requirements, and the granting of detailed zoning and land use approvals in accordance with such applicable ordinance requirements

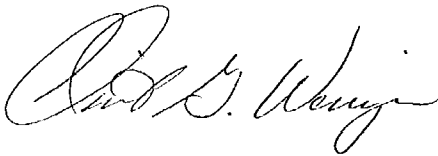
This approach of reclaiming the site to a temporary Green/Open Space land use, will allow for the site to be reclaimed to a proposed land use as required by NR-135 while maintaining flexibility in the land use and development of the site to meet the communities future needs

We would appreciate it if the reclamation plan could be sent to the Plan Commission in the near future for their final review and approval

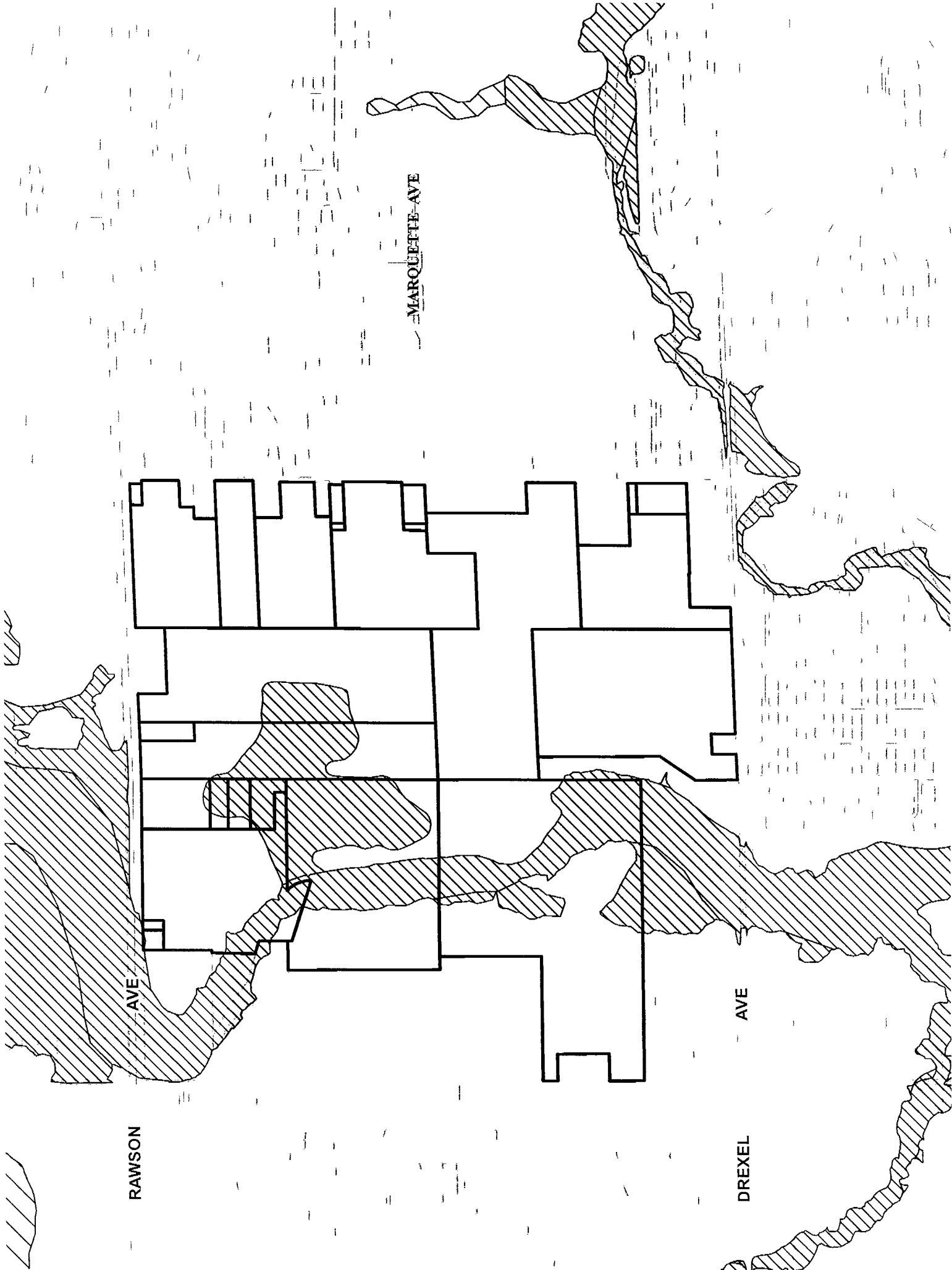
Please do not hesitate to contact me in the office at (262) 524-1258, if you have any additional questions and/or would like some additional information.

Sincerely,

Payne & Dolan, Inc.

A handwritten signature in black ink, appearing to read "Clint S. Weninger". The signature is fluid and cursive, with a large initial "C" and "W".

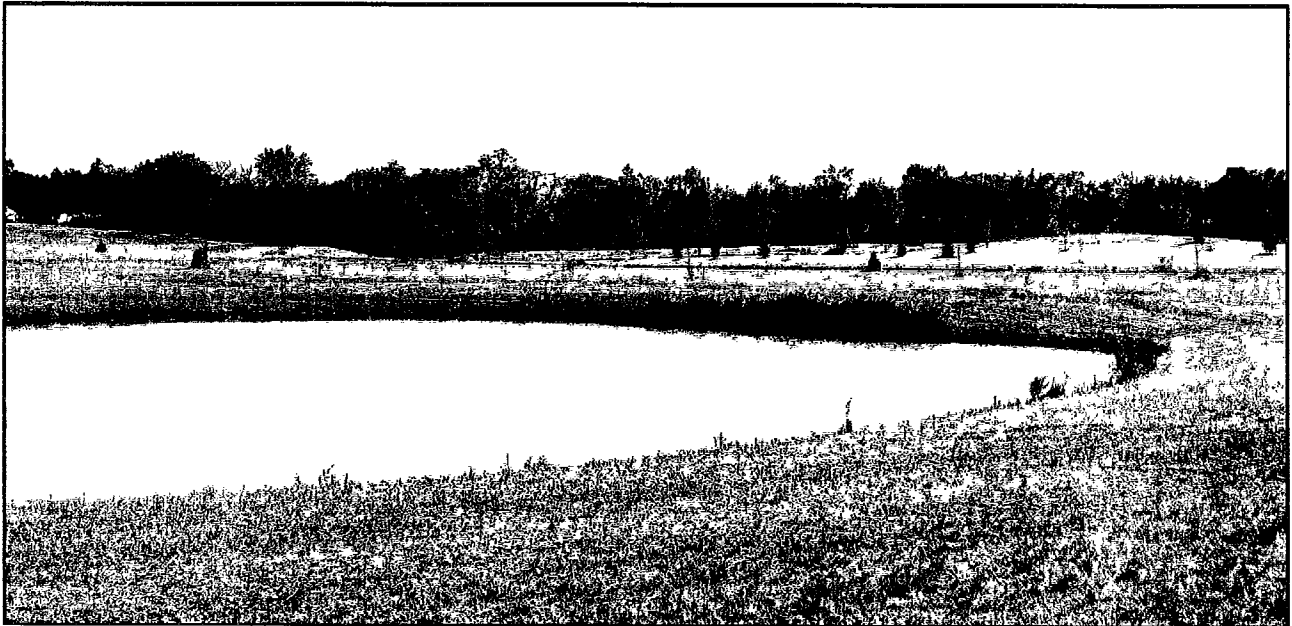
Clint Weninger, P G
Land Resources Manager



RAWSON
AVE

DREXEL
AVE

MARQUETTE AVE



FRANKLIN AGGREGATES

City of Franklin, Milwaukee County, WI

FINAL REVISION – September 1, 2020

SUBMITTED – April 29, 2021

I. Purpose and Scope

The purpose of this reclamation plan is to describe the activities necessary to reclaim the Franklin Aggregates Quarry site to a condition whereby future development is feasible after completion of mineral extraction activities. The plan was designed to achieve final site reclamation that is in compliance with uniform reclamation standards while fulfilling all the applicable requirements as outlined in PDDs #23 & #24, the City of Franklin Non-Metallic Mining Reclamation Ordinance and the state wide reclamation law referred to as NR-135. Implementation of this reclamation plan shall be completed within three (3) years after the cessation of extraction operations.

Reclamation of the site will result in environmental protection, a stable non-eroding site, productive end land uses, the potential to enhance wildlife habitat and increase land values and tax revenues.

The proposed land use to which this site will be reclaimed is Green/Open Space. This proposed land use (outside of the envisioned lake) is to be considered a temporary use. The final end use for the reclaimed site is not being proposed at this time. The ultimate land development and end use (beyond grading, vegetation and other requirements detailed in this plan) will be subject to future land use requirements.

No final end-use development proposals shall be implemented prior to submission of detailed end-use plans pursuant to then applicable City of Franklin ordinance requirements, and the granting of detailed zoning and land use approvals in accordance with such applicable ordinance requirements.

This approach of reclaiming the site to a temporary Green/Open Space land use, will allow for the site to be reclaimed to a proposed land use as required by NR-135 while maintaining flexibility in the land use and development of the site to meet the communities future needs.

Payne & Dolan has a history of completing successful reclamation at this site. After the crushing, stockpiling and loadout operations that were located adjacent to the Root River for many years were moved onto the floor of the quarry in 2003, Payne & Dolan successfully reclaimed the former operations area. See attached Fact Sheet for additional information.

II. Proposed Earthwork and Reclamation

Prior to beginning mineral extraction, the topsoil and other overburden materials covering the nonmetallic mineral deposit are removed and stockpiled separately for future reclamation. Available topsoil and other overburden materials have been stored in berms adjacent to the north, south, and east portions of the active mineral extraction operations. Some overburden materials have also been placed in the bottom of the quarry in areas that have previously been mined.

Reclamation of the site will commence after all non-metallic minerals have been removed from the site. Reclamation of the site will include a 250 acre lake with restored slopes and rock faces surrounding the lake (see Sheet 3 – Final Conditions and Sheet 4 – Cross Sections). The stockpiled topsoil and other overburden materials will be placed over the reclaimed areas surrounding the lake, graded to conform with the surrounding land and seeded. The necessary topsoil and overburden are re-distributed across the parcel and fine graded to present a uniform appearance. Reclaimed slopes will be seeded upon completion of the fine grading.

The berms surrounding the extraction area will be removed and regraded (i.e. leveled) as shown on the reclamation plan view (Sheet 3 – Final Conditions). Excess overburden materials, including but not limited to silt, clay, sand, dirt, rock, gravel and other earth materials lying on top of the limestone, not used in the reclamation of the slopes surrounding the quarry will be placed in the bottom of the extraction area.

The reclamation plan has been designed to maintain pre-mine drainage patterns to the greatest extent possible and to improve upon existing conditions where feasible. Existing grading and stormwater features such as road side ditches, storm water drainage pipe, and the stormwater retention pond shall remain. However, the stormwater currently pumped from the quarry to the Root River will cease after the surrounding slopes are reclaimed and the quarry is allowed to fill with water and stormwater from within the site to create the lake.

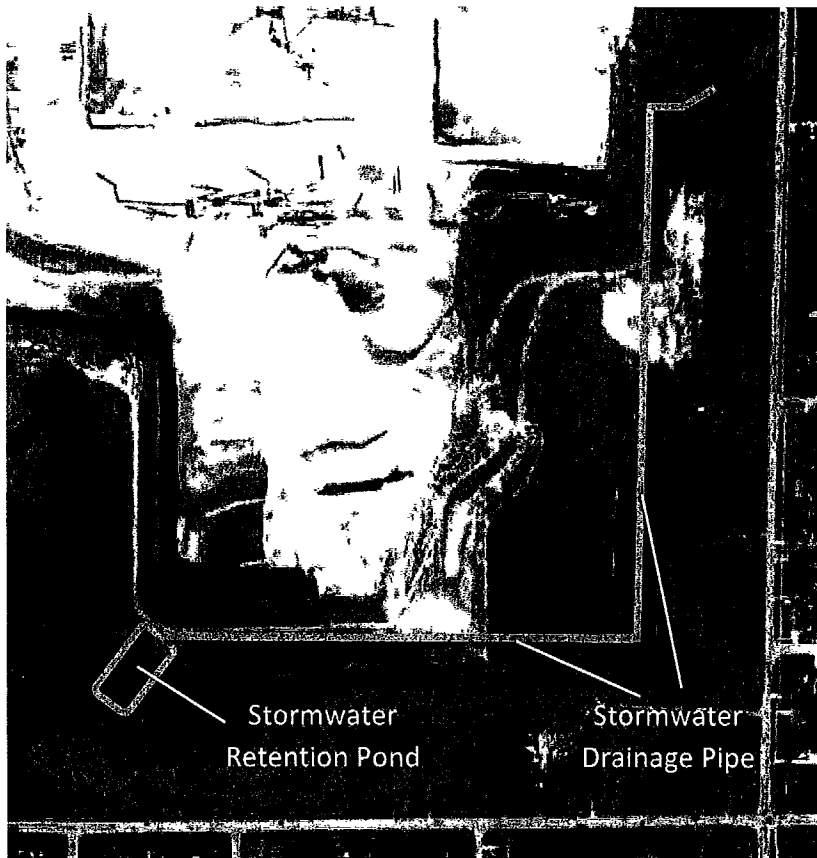


Photo Showing Approximate Location of Stormwater Drainage Pipe and Retention Pond

Note: Constructed per Stormwater Management Plan dated August 8, 1997

Payne & Dolan will perform the necessary grading to achieve the final topography and drainage patterns as outlined in the attached reclamation plan view (Sheet 3 – Final Conditions). Grading activities along the west extent of the property shall be limited so as to minimize the grading that would occur towards the Root River.

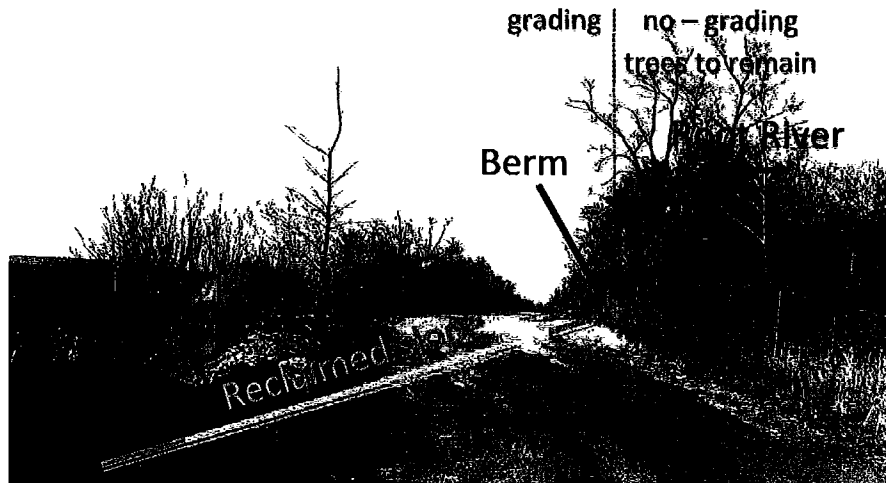


Photo Showing High Road Along West Edge of Quarry (looking South)

Note: A majority of the grading for the reclaimed slope along western edge of quarry will occur from the outside edge of the "high road" that extends around the quarry in this area

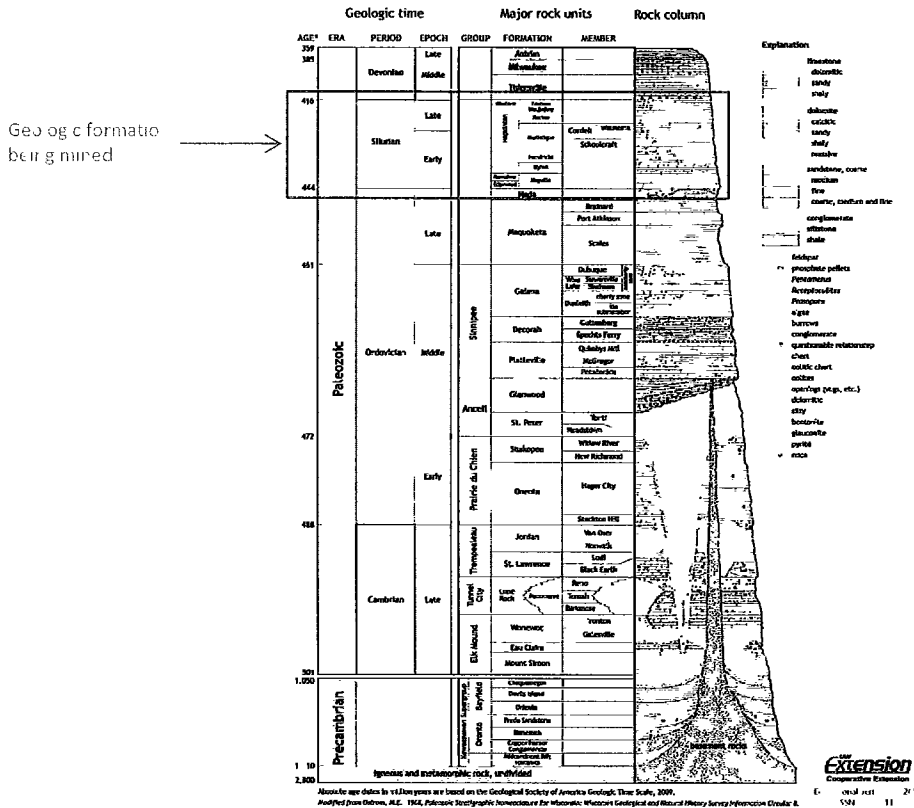
III. Geologic Composition of the Site and Depth of the Nonmetallic Mineral Deposit

The mineral deposit currently extracted consists of Silurian age limestone & dolomite, approximately 210 - 250 feet thick, of which over 90% of which will be extracted from under the water table. The amount of overburden overlying the limestone varies across the site but averages approximately 40 feet. The overburden consists of primarily clay and silt.

Groundwater elevation and subsequent lake water elevation was originally obtained from a technical report published by the Southeastern Wisconsin Regional Planning Commission (Source: Groundwater Resources of Southeastern Wisconsin, Technical Report Number 37, 2002 SEWRPC and WSGNS, p. 81). This information provided in this report for this location has been confirmed by two consultants, GAS (now Graef) and most recently by GZA GeoEnvironmental.

Also, groundwater elevations in a well monitored by the United States Geological Survey located on S92nd Street just south of Grange Ave. has shown little movement of the groundwater table from 1/7/2000 – 33.01 ft below the ground surface (bgs) to 1/28/2016 – 31.19 ft bgs.

31 CONSOLIDATED GEOLOGICAL AND NATURAL HISTORY SURVEY
 Bedrock stratigraphic units in Wisconsin



IV. Revegetation Plan

After the overburden materials have been placed over the reclaimed slopes, a minimum of 6" of topsoil (PDD's #23 and #24 specify a 4" minimum) will be spread over the reclaimed slopes, fine graded, seeded and mulched. Seeding activities will be carried out in accordance with accepted seeding specifications provided in the reclamation plan. Marginally steep slopes (greater than 3:1) will have either a minimum of 8" of topsoil or additional erosion control measures, such as coir (coconut fiber) erosion mat, to stabilize the slope during revegetation.

If any slopes toward the Root River must be re-graded, a seed mixture containing native grasses as provided by the City of Franklin or a WI DOT No. 70 series seed mix, shall be used. A mycorrhizal inoculant or acceptable alternative will be used when seeding any slopes toward the Root River.

TABLE 630-2 NATIVE SEED MIXTURES

SPECIES	SPECIES BOTANICAL NAME	PLURITY & GERMINATION minimum %	MIXTURE PROPORTIONS in percent				
			NO 70	NO 75A	NO 75	NO 80	
EREBES	Canada Anemone	<i>Anemone canadensis</i>	FLS	2			
	Butterflyweed	<i>Asclepias tuberosa</i>	FLS		2		
	New England Aster	<i>Aster novae-angliae</i>	FLS	2	2		
	Partridge-pea	<i>Chamaecrista (Cassia) fasciculata</i>	FLS		2		
	Purple Prairie Clover	<i>Dalea (Psfalostemum) purpurea</i>	FLS	2	2	4	
	Canada Tinkertree	<i>Desmodium canadense</i>	FLS	2			
	Flowering Spurge	<i>Euphorbia corollata</i>	FLS		2		
	Wild Geranium	<i>Geranium maculatum</i>	FLS	2			
	Western Sunflower	<i>Helianthus occidentalis</i>	FLS	3	2		
	Rough Blazing Star	<i>Liatris aspera</i>	FLS		2		
	Prairieazingstar	<i>Liatris pycnostachya</i>	FLS	2			
	Lupine	<i>Lupinus perennis</i>	FLS		2		
	Wild Bergamot	<i>Monarda fistulosa</i>	FLS	2			
	Horse Mint	<i>Monarda punctata</i>	FLS		2		
	Yellow Coneflower	<i>Rhizida pinnata</i>	FLS	2	2		
	Black-eyed Susan	<i>Rudbeckia hirta</i>	FLS				
	Showy Goldenrod	<i>Solidago serotina</i>	FLS	2	2		
	Spiderwort	<i>Tradescantia ohioensis</i>	FLS	2	2		
	Golden Alexanders	<i>Zizia aurea</i>	FLS	2			
	GRASSES	Big Bluestem	<i>Andropogon gerardi</i>	FLS	15	15	10
Scouring Broom		<i>Bouteloua curtipendula</i>	FLS	15	20	20	25
Canada Wildrye		<i>Elymus Canadensis</i>	FLS	15	15	35	25
Slender Wheatgrass		<i>Elymus trichocaulus</i>	FLS				20
Junegrass		<i>Koeleria macrantha</i>	FLS		5		
Annual Ryegrass		<i>Lolium multiflorum</i>	"			10	10
Swiftgrass		<i>Panicum virgatum</i>	FLS				10
Parlous		<i>Fuchsinella distans</i>	"				2
Little Bluestem		<i>Shizanthium (Andropogon) scoparium</i>	FLS	15	20	10	10
Indiangrass		<i>Sorghastrum nutans</i>	FLS	15		10	
ALTERNATE FORBS	Sky Blue Aster	<i>Aster azureus</i>	FLS	"			
	White Windigo	<i>Baptisia leucantha</i>	FLS	"			
	Pale Purple Coneflower	<i>Echinacea pallida</i>	FLS	"			
	White Prairie Clover	<i>Petalostemum candidum</i>	FLS	"			
	White Goldenrod	<i>Solidago rigida</i>	FLS	"			
Hoary Vervain	<i>Verbena stricta</i>	FLS	"				

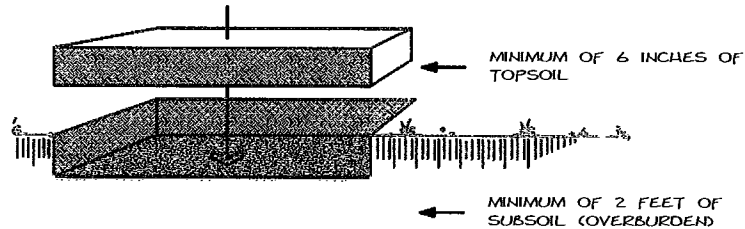
* Provide the minimum purity and germination as specified in 230.215.11 (3) in the table of highway seed mixtures.

Prepared soil will be seeded at any time during the growing season when soil conditions are suitable but not longer than 7 days after the final grading of reclaimed slopes. Seeding activities should not be carried out immediately following rain, when the ground is too dry, or during windy periods.

Trees that are located within the grading limits as shown on Sheet 3 – Final Conditions shall be removed during the reclamation grading. Trees located outside of the grading limits shall remain.

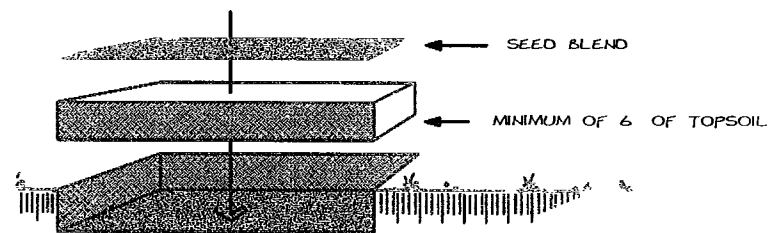
All seeding and mulching will be done in accordance with the State of Wisconsin Department of Transportation Standard Specifications for Seeding and Mulching, Sections 630 and 627, or as updated and amended

[QMC recommends use of a wildflower drill such as Tye, Brillion, or modified Truax instead of hydroseeding]



RETAIN EXISTING TOPSOIL & SUBSOIL FOR DISTRIBUTION DURING RECLAMATION
 STORE TOPSOIL AND SUBSOIL IN TEMPORARY BERMS DURING MINERAL EXTRACTION
 NECESSARY TOPSOIL AND OVERBURDEN SHALL BE SPREAD BY GRADING
 CONTRACTOR TO NON-QUARRIED AREAS ONLY
 PROJECT MANAGER SHALL APPROVE FINISHED GRADE & UNIFORM SLOPES PRIOR TO THE SOWING OF SEED

TOPSOIL PRESERVATION



EXISTING TOPOSIL WILL BE STOCKPILED ON SITE FOR RECLAMATION
 PROJECT MANAGER SHALL APPROVE FINISHED GRADE & UNIFORM SLOPES
 PRIOR TO THE SOWING OF SEED
 ALL SEEDING WILL BE DONE IN ACCORDANCE WITH THE STATE OF
 WISCONSIN DOT STANDARD SPECIFICATIONS FOR SEEDING AND
 MULCHING SECTIONS 630 AND 627
 SEEDING TO BE COMPLETED WITHIN 7 DAYS OF FINAL TOPSOIL GRADING.

RECLAMATION SEED OEPRATIONS

V. Erosion Control and Post Operational Maintenance

Upon completion of the mineral extraction operations, operator shall obtain a land disturbance permit, or any other permits required by the City of Franklin, prior to the commencement of the proposed earthwork for reclamation as described above

Erosion control measures will be implemented as necessary to minimize off-site erosion until such time as permanent placement and shaping of overburden and topsoil and seeding is possible. Best Management Practices (BMP's) such as check dams, straw bales, silt fence, surface water diversions, energy dissipaters, mulch or artificial cover, cover crop of vegetation, buffer areas or other appropriate measures will be taken as necessary to limit off-site erosion. All erosion and sediment control practices will be periodically checked for stability and operation on a regular basis by Payne & Dolan and made available to the City

Erosion control measures shall be inspected within 24 hours of the end of each rainfall event that exceeds 0.25", or daily during periods of prolonged rainfall, or weekly during periods without rainfall. Immediately repair and/or replace any and all damaged, failed, or inadequate erosion control measures. Operator shall maintain records of all inspections and any remedial actions taken on-site

Remove any sediment reaching a public or private roadway, parking lot, sidewalk, or other pavement. Completely remove any accumulations not requiring immediate attention at least once daily at the end of the workday

Frequently dispose of all waste and unused construction materials in licensed solid waste or wastewater facilities. Do not bury, dump, or discharge, any garbage, debris, cleaning wastes, toxic materials, or hazardous materials on the site, on the land surface or in detention basins, or otherwise allow materials to be carried off the site by runoff onto adjacent lands or into receiving waters or storm sewer systems

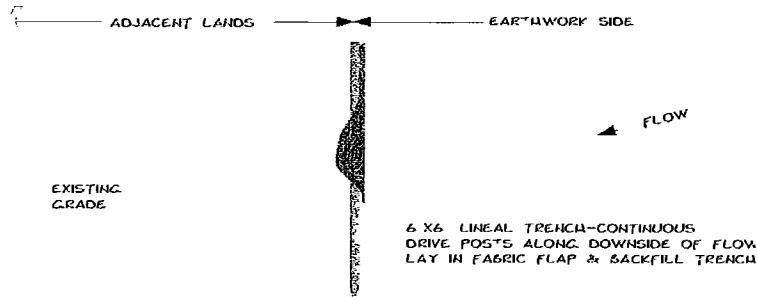
Environmental pollution mitigation will not be needed if all measures outlined in the reclamation plan are followed and adhered to

Follow up inspections of all reclaimed and otherwise stabilized surfaces along with all erosion control and sediment control practices will be conducted on a monthly basis to ensure their stability until such time as the vegetation required to support the post-mining land use (Green/Open Space) has been successfully established and the financial assurance has been released

Seeded areas will be reseeded and fertilized as necessary to establish and maintain a dense self-sustaining cover over reclaimed slopes. Re-apply soil stabilizers, tackifiers, polymers and anionic polyacrylamides as needed to prevent erosion of exposed soil. Erosion and sediment control measures will be repaired and /or replaced as necessary. Other preventative measures not mentioned in this reclamation plan will be taken as necessary to minimize off-site erosion

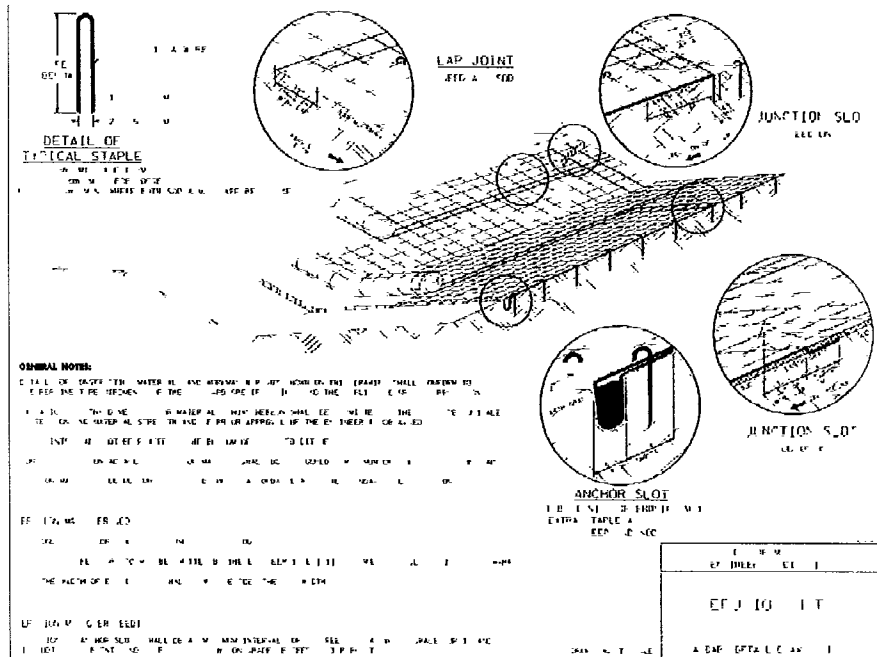
Such Best Management Practices shall be removed at time of final stabilization, as defined within Section 15-8 0303 of the City of Franklin's UDO as may be amended

INSTALL SILT FENCE AROUND NECESSARY AREAS UNTIL GERMINATION OF HYDROSEED
 PREFABRICATED SILT FENCE W/3 FT FABRIC HGT & 4 FT POSTS



Typical - Silt Fence

Note Silt fence or comparable to be installed around perimeter of site along grading limits as shown on Figure 3 - Final Conditions



Typical Coir (coconut fiber) Erosion Mat

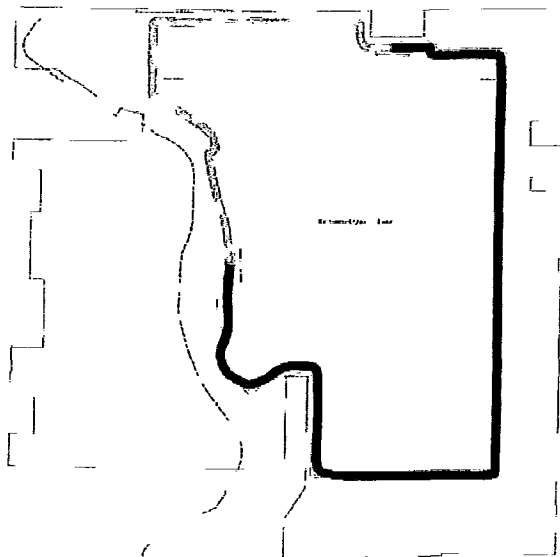
VI. Costs of Reclamation

Reclamation is an on-going process during mineral extraction, with a majority of the reclamation being completed during active mineral extraction. Final reclamation will consist of reclaiming the quarry perimeter upon completion of the mineral extraction activities. Approximately 75 acres will need to be reclaimed and the remaining 250 acres will become a lake.

The estimated costs of reclamation shall approximate the actual costs of reclamation including, but not limited to grading and shaping overburden around the lake perimeter as shown on the reclamation plan, distributing and placing of topsoil, developing public access, installing necessary erosion control measures, seeding, mulching, inspection and maintenance.

Item	Quantity	Unit Price	Unit	Total Cost
Grade Topsoil & Subsoil - Rock Face	5,600	\$7.35	FT	\$41,160.00
Grade Topsoil & Subsoil - Slope into Water	8,800	\$23.50	FT	\$206,800.00
Grade Excess Overburden	1,000	\$175	Hour	\$175,000.00
Removal of buildings	2	\$20,000	LS	\$40,000.00
Misc. Cleanup	1	\$20,000	LS	\$20,000.00
Public Access Development	1	\$25,000	LS	\$25,000.00
Erosion Control	1	\$25,000	LS	\$25,000.00
Inspection & Maintenance	1	\$10,000	LS	\$10,000.00
Seed, Fertilize & Mulch (per DOT standards)	75	\$1,700	Acre	\$127,500.00

Estimated Costs of Reclamation



Map Showing Rock Face (red) and Reclaimed Slope Location (blue)

Note: All overburden within the quarry extraction area have will have been moved to the floor of the quarry during active extraction operations and thus will not need to be moved during reclamation.

VII. Assessing Successful Reclamation

Payne & Dolan will assess successful reclamation with the approved reclamation plan using the following methods

- 1 All buildings, structures and equipment associated with the mineral extraction activities, but not the ramps into the quarry, have been removed as part of the reclamation process
- 2 The available overburden and topsoil have been graded to the contours shown on the grading plan, and have been fine graded, seeded and mulched
- 3 Public access has been provided at the location specified on the reclamation plan
- 4 Adequate vegetation has been established to stabilize reclaimed surfaces Adequate vegetation will be determined by utilizing the guideline outlined in the Wisconsin Technical Note-Agronomy-WI-1, Guidelines for Herbaceous Stand Evaluation, dated May 15, 1991 or by percent cover, which will be determined as total cover (minimum 70%) within one year of planting as measured by the canopy (vertical projection of plant parts) and will be recorded by species Revegetation will be measured over the entire revegetated site at no less than 1 randomly placed 10 ft x 10 ft quadrant for each 1 acre area
- 5 The Certification of Reclamation by the City of Franklin as outlined in Chapter 176 Nonmetallic Mining Reclamation

§ 176.29 Completed reclamation: reporting, certification and effect

- A. Reporting. The operator of a nonmetallic mining site may certify completion of reclamation for a portion or all of the nonmetallic mining site pursuant to a reclamation plan prepared and approved pursuant to this chapter and Chapter NR 135, Wisconsin Administrative Code
- B. Reporting of interim reclamation. The operator of a nonmetallic mining site may report completion of interim reclamation as specified in the reclamation plan for the site prepared and approved pursuant to this chapter and Chapter NR 135, Wisconsin Administrative Code. Reporting of interim reclamation shall be done according to the procedures in Subsection A.
- C. Certification of completed reclamation. The City of Franklin shall inspect a nonmetallic mining site for which reporting of reclamation or interim reclamation has been submitted pursuant to this subsection within 60 days of receipt and make a determination in writing in accordance with § 176-14A(7)(c). If it is determined that interim or final reclamation is complete including revegetation as specified in a reclamation plan that conforms with § 176-13, the City of Franklin shall issue the mine operator a written certificate of completion.
- D. Effect of completed reclamation. If reclamation is certified by the City of Franklin as complete under Subsection C for part or all of a nonmetallic mining site, then
 - (1) No fee shall be assessed under § 176-27 for the area so certified.
 - (2) The financial assurance required by § 176-14 shall be released or appropriately reduced in the case of completion of reclamation for a portion of the mining site.
- E. Effect of inaction following/report of completed reclamation. If no written response as required by Subsection C for a portion of the mine site reported as reclaimed or interim reclaimed is given within 60 days of receiving such request, any annual fee paid to the City of Franklin for it under § 176-27 shall be refunded.

VIII. Public Access

Upon completion of reclamation, public access to the reclaimed quarry lake will be located on the north side of the site along Rawson Avenue, as shown on the reclamation plan, (Sheet 3 – Final Conditions) The public access will include greenspace and a ramp for lake access. The lake shall be a public resource, owned in common by all Wisconsin citizens under the State's Public Trust Doctrine.

The public access will be transferred to the City of Franklin and P&D will provide a temporary easement from the public access to the quarry ramp to allow for public access to the lake while the quarry is filling with water.

Such temporary easement shall be made available for public access use on such terms and conditions as are mutually agreed upon by and between Payne & Dolan and the City of Franklin, which shall include an agreement by the City of Franklin to maintain, operate and manage the public access and to defend and hold harmless Payne & Dolan, from and against any claims, actions, or liability arising out of, or relative to public use of the temporary easement, excepting such claims, actions, or liability for which Payne & Dolan would be responsible due to its acts and/or omissions prior to the date of delivery of such temporary easement, but for such agreement. The temporary easement shall expire when water in the quarry reaches the 675 ft msl elevation. A final contour map of the lake bed shall be provided at that time.

IX. Safety

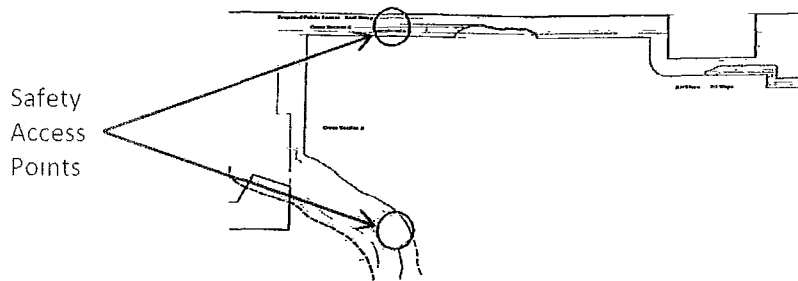
The reclamation of the site will help insure the long term safety to the general public. The site is currently enclosed by a safety fence to limit access. The safety fence shall remain after reclamation until the quarry has filled with water to the projected final lake level.

Approximately 65% of the reclaimed slope around the perimeter of the lake will have 3:1 safety slopes that extend to a minimum depth of 6 ft as required by NR-135. The remaining 35% of the perimeter of the lake will consist of a rock face. However, there will still be two access points to the lake in this area: (1) the public access ramp and (2) the existing quarry ramp.

The exposed highwalls will have the unconsolidated material scaled back at least 25 feet from the quarry edge (drop-off) to form safety ledges as shown on Sheet 4 – Cross Sections. As an added measure of safety, exposed rock highwalls will be scaled (scraped) to remove loose rock and to minimize the potential for rock-falls.

During the time it takes the quarry lake to fill with water, the existing fence shall remain around the perimeter of the property until the quarry lake fills to the elevation outlined in the reclamation plan. At that time the fence may be removed by Payne & Dolan, however a fence shall remain along the reclaimed rock face high wall areas (as previously shown) until such time as those areas are developed.

Given the close proximity of the northwestern edge of the quarry to West Rawson Avenue, a berm or strategic placement of large boulders or beam guard in addition to the fence shall be added.



X. Certification of Reclamation

I hereby certify, as a duly authorized representative or agent, that the reclamation at this nonmetallic mining site will be carried out in accordance with the approved reclamation plan submitted by Payne & Dolan, Inc. I also certify that the information contained herein is true and accurate and complies with the local and statewide nonmetallic mining reclamation standards established in NR-135, Wisconsin Administrative Code

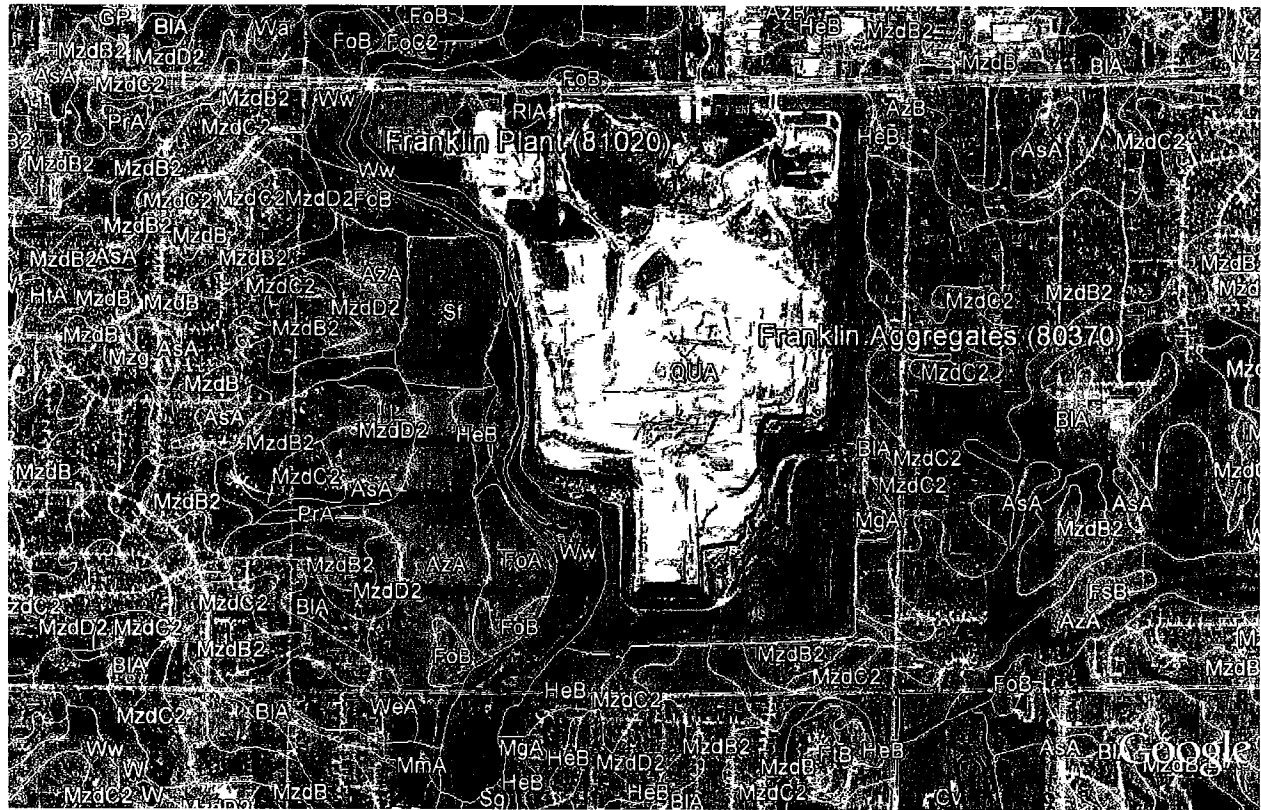
Signature of representative or agent

Date signed

____ April 29, 2021 ____

 Clint G. Weninger, P.G.
 Land Resources Manager
 Payne & Dolan, Inc.

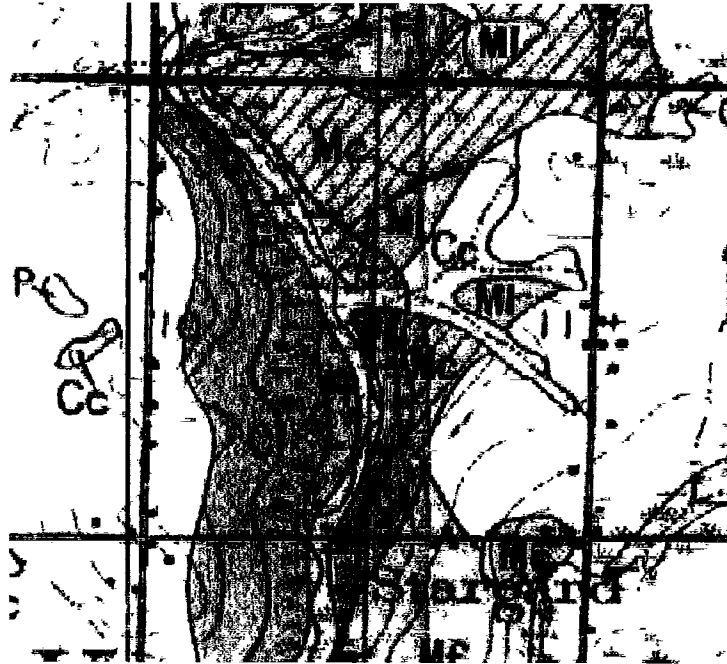
XI. Soils



Current Soils Map

Source USDA NCSS soils information utilizing Google Earth website, 2015

Note All soils within the quarry extraction area have previously been disturbed



Historical Soils Map (1918)

Source: USDA Soil Survey of Milwaukee County, WI (1918)

HISTORICAL SOIL TYPES

MI – Miami Loam

MIAMI LOAM.

The surface soil consists of 6 to 10 inches of yellowish or brownish-gray loam to fine sandy loam, and the sub-soil differs very little from the soil. At 24 to 30 inches the material is a more compact, sticky yellowish-brown sandy clay loam or loam. Gravelly sandy loam is often encountered at 30 to 36 inches. The soil is slightly variable, being a sticky sandy clay loam in some places and a more open sandy loam in others. Gravel sometimes occurs on sharp knolls, and boulders originally were quite numerous, though most of these have been removed. This soil is intimately associated with the Miami clay loam and silty clay loam, and in places the boundary is largely arbitrary.

Mc – Miami Clay Loam

MIAMI CLAY LOAM.

The Miami clay loam consists of 4 to 8 inches of grayish brown, compact clay loam or silty clay loam, overlying yellowish-brown to reddish-yellow heavy clay loam or clay. Yellowish-brown sandy clay loam or loam occurs at depths of 22 to 30 inches. From 30 to 36 inches the material contains some gravel and often considerable sand.

Ms – Miami Silty Clay Loam

MIAMI SILTY CLAY LOAM

The Miami silty clay loam consists of dark grayish brown compact silt loam, 6 to 10 inches deep, and sometimes containing a relatively large proportion of very fine sand, resting on a subsoil of yellowish-brown clay loam. The material is reddish brown and contains limestone fragments below a depth of 24 to 36 inches.

Cc – Clyde Clay Loam

CLYDE LOAM.

The surface soil of the Clyde loam consists of dark brown to black fine sandy loam, about 8 to 12 inches deep. The upper subsoil is a grayish yellow or mottled sandy loam containing considerable gravel. The material below 24 to 30 inches is variable, but is generally a sticky clay or yellowish sandy clay loam

XII. Groundwater Elevation

Groundwater elevation and subsequent lake water elevation was originally obtained from a technical report published by the Southeastern Wisconsin Regional Planning Commission. This information provided in this report for this location has been confirmed by two consultants, GAS (now Graef) and most recently by GZA GeoEnvironmental.

Also, groundwater elevations in a well monitored by the United States Geological Survey located on S92nd Street just south of Grange Ave. has shown little movement of the groundwater table from 1/7/2000 – 33.01 ft below the ground surface (bgs) to 1/28/2016 – 31.19 ft bgs.

Clint Weninger

From: Bernard Fenelon <bernard.fenelon@gza.com>
Sent: Friday, February 26, 2016 5:16 PM
To: Clint Weninger
Subject: Franklin Quarry Water Levels
Attachments: Recent Construction Reports for Nearby Wells.pdf; Approximate Site Location on SEWRPC Water Table Map.pdf; Map with Well Locations and Water Levels.pdf

You had asked for recent water levels around your Franklin quarry. Sue Karls in our office had this information for me more than a week ago and neglected to send it to you. I have attached a map of the locations of and water elevations in three wells drilled between 1997 and 2014 and after the SEWRPC groundwater flow map. In its map (see attached), SEWRPC had the groundwater elevation around the quarry in the range of 690 feet. Based on the surface elevations of the three homes with recent wells and water depths reported in the wells, the recent groundwater depths have been approximately 685 feet (1997 well) and 693 to 694 feet (2014 well). Therefore, current groundwater elevations around the Franklin quarry are similar to those reported by SEWRPC. Let me know if you have any additional questions.

Bernard G. Fenelon
Sr. Project Manager
GZA | 20900 Swenson Drive, Suite 150 | Waukesha, WI 53186
o: 262-754-2567 | c: 262-424-2045 | bernard.fenelon@gza.com | www.gza.com

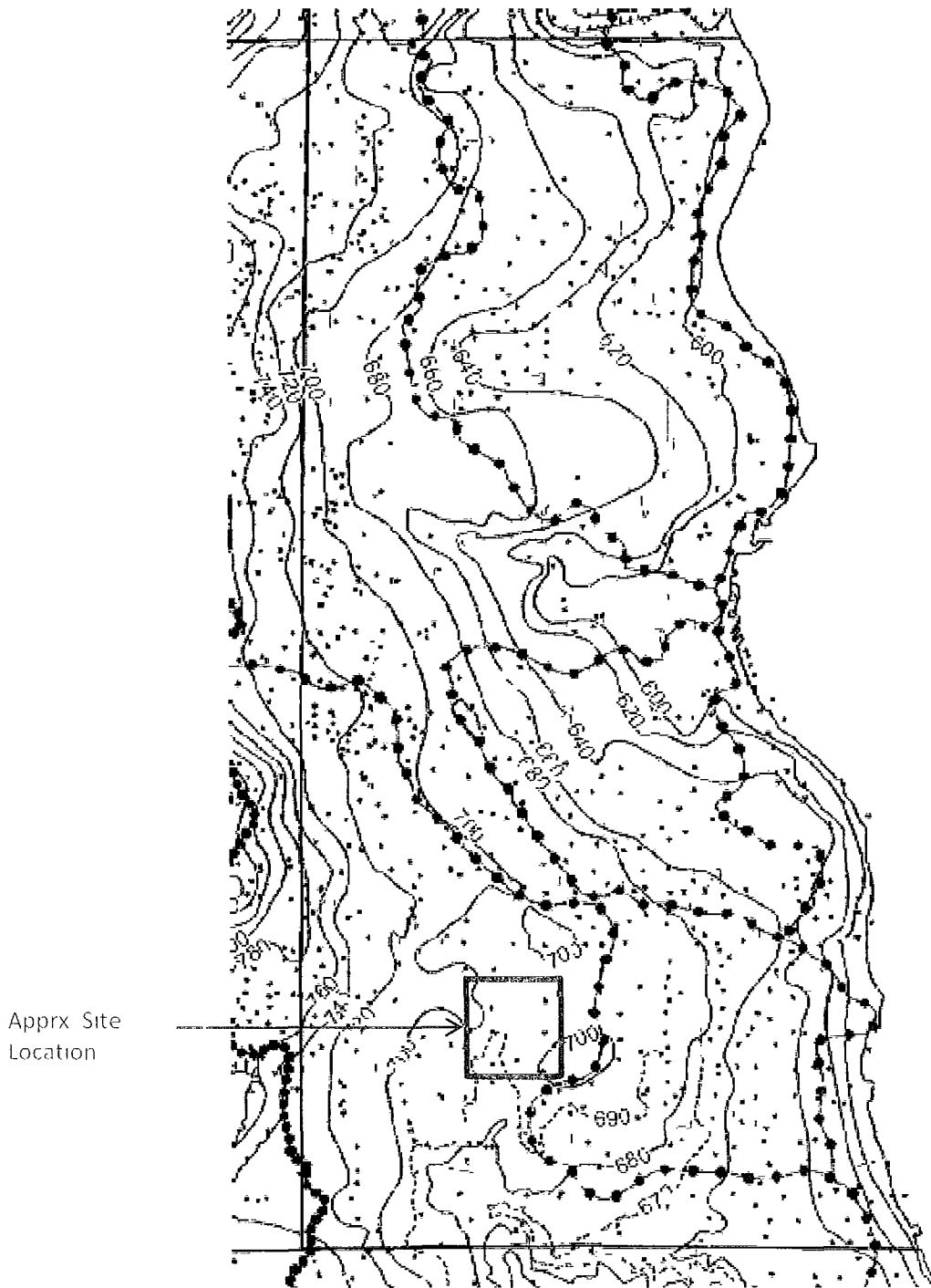
GEOTECHNICAL | ENVIRONMENTAL | ECOLOGICAL | WATER | CONSTRUCTION MANAGEMENT



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For information about GZA GeoEnvironmental, Inc. and its services please visit our website at www.gza.com.



Groundwater Elevation Map

Source: Groundwater Resources of Southeastern Wisconsin, Technical Report Number 37, 2002, SEWRPC and WSGNS, p. 81

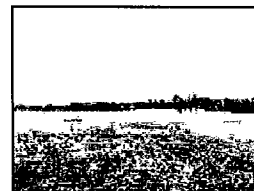
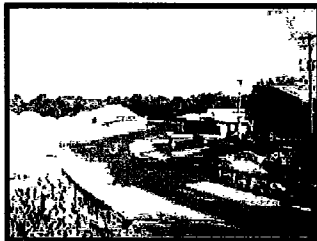
Map of the regional water table elevations developed by the Southeastern Wisconsin Regional Planning Commission and the Wisconsin State Geological and Natural History Survey. Note that the site is located at the 690 feet msl auxiliary contour.

Payne & Dolan currently operates Franklin Aggregates, a limestone quarry located in Franklin, Wisconsin. Payne & Dolan recently received approval from the City of Franklin to expand the site. The approval required the processing and operations activities that occurred on grade west of the Root River to be relocated and the area to be reclaimed prior to January 1, 2004. The project included (1) relocating the offices, scale and maintenance facilities to a location north of the Root River; (2) relocating the crushing, processing and stockpiling operations to the floor of the quarry; (3) removing the vehicle and equipment river crossings across the Root River, and (4) reclaiming the 25 acre former operations area.

After the office, scale and maintenance facilities were relocated and the crushing equipment and aggregate stockpiles were removed, clay soils and topsoil were re-distributed across the parcel and fine graded to present a uniform appearance. Upon completion of the fine grading, reclaimed slopes were seeded, fertilized and mulched to establish and maintain a dense self-sustaining vegetative cover. Seeding utilized a blend of grasses consisting of Kentucky Bluegrass, Red Fescue, Hard Fescue, Tall Fescue and perennial Ryegrass. Erosion control measures such as rip-rap, erosion mat, and silt fence were installed to minimize off-site erosion until a dense vegetative cover has been established.



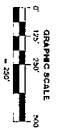
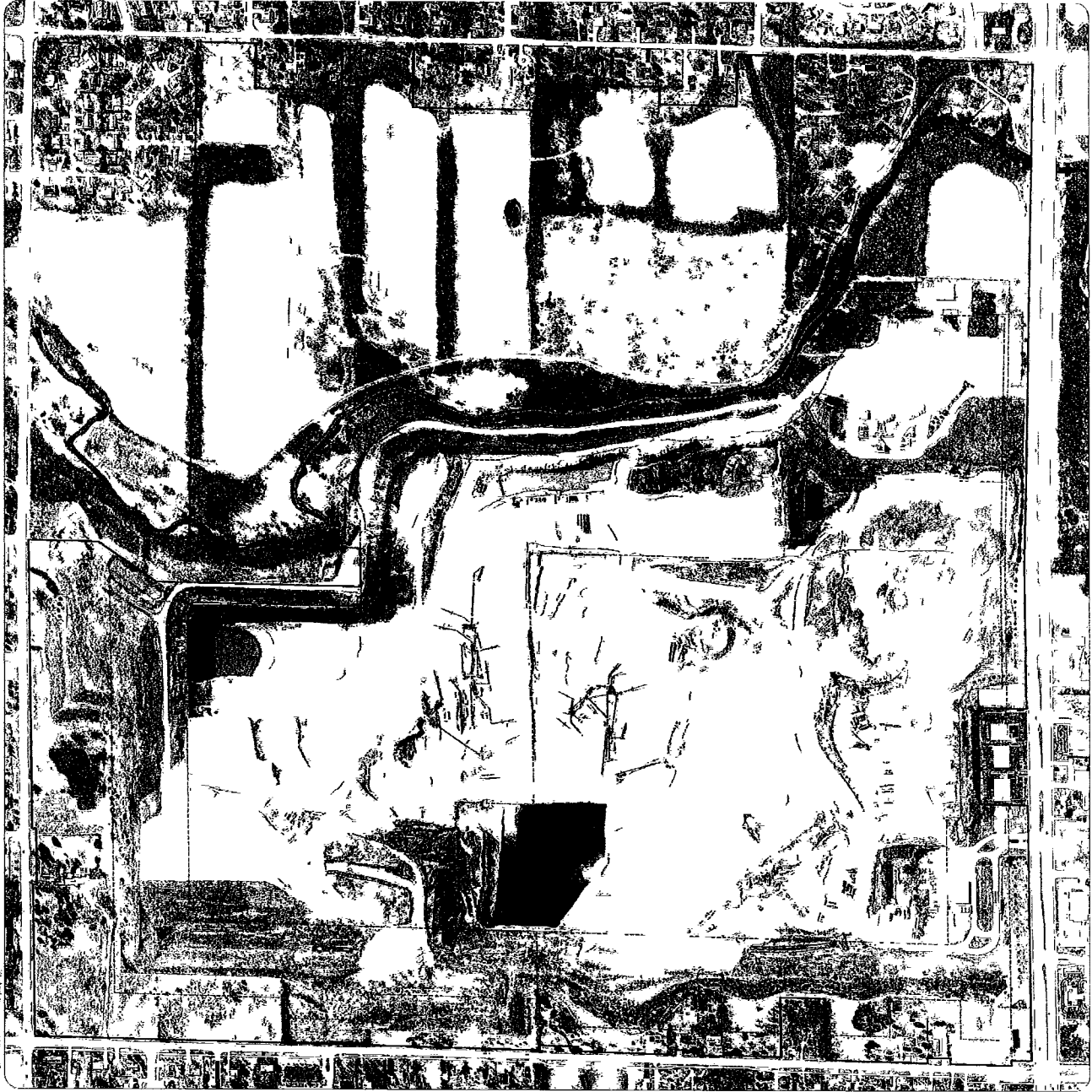
PAYNE & DOLAN



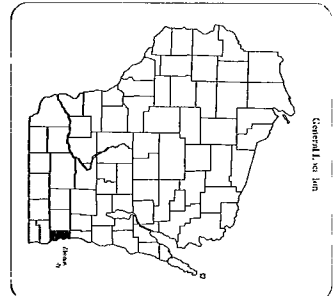
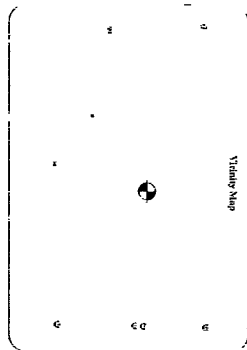


EOD REQUIREMENTS





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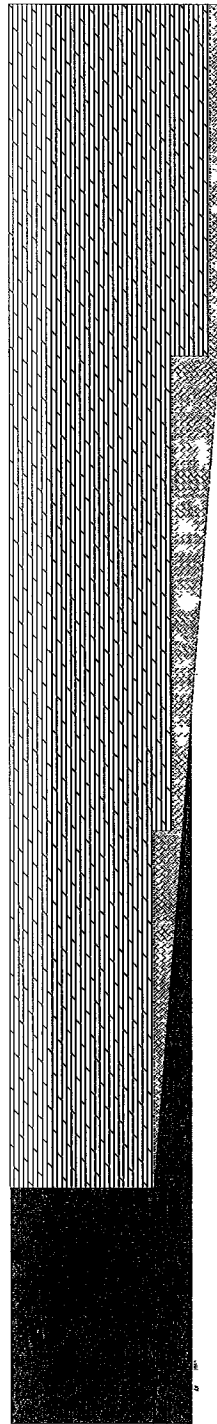


Payne Dolan

RECLAMATION PLAN - 2018 AERIAL

Franklin Aggregate Site
 East 1/2 Section 10 West 1/2 Section 11
 T5N R9E City of Franklin
 Wilkes County N. Carolina

1

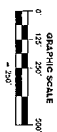
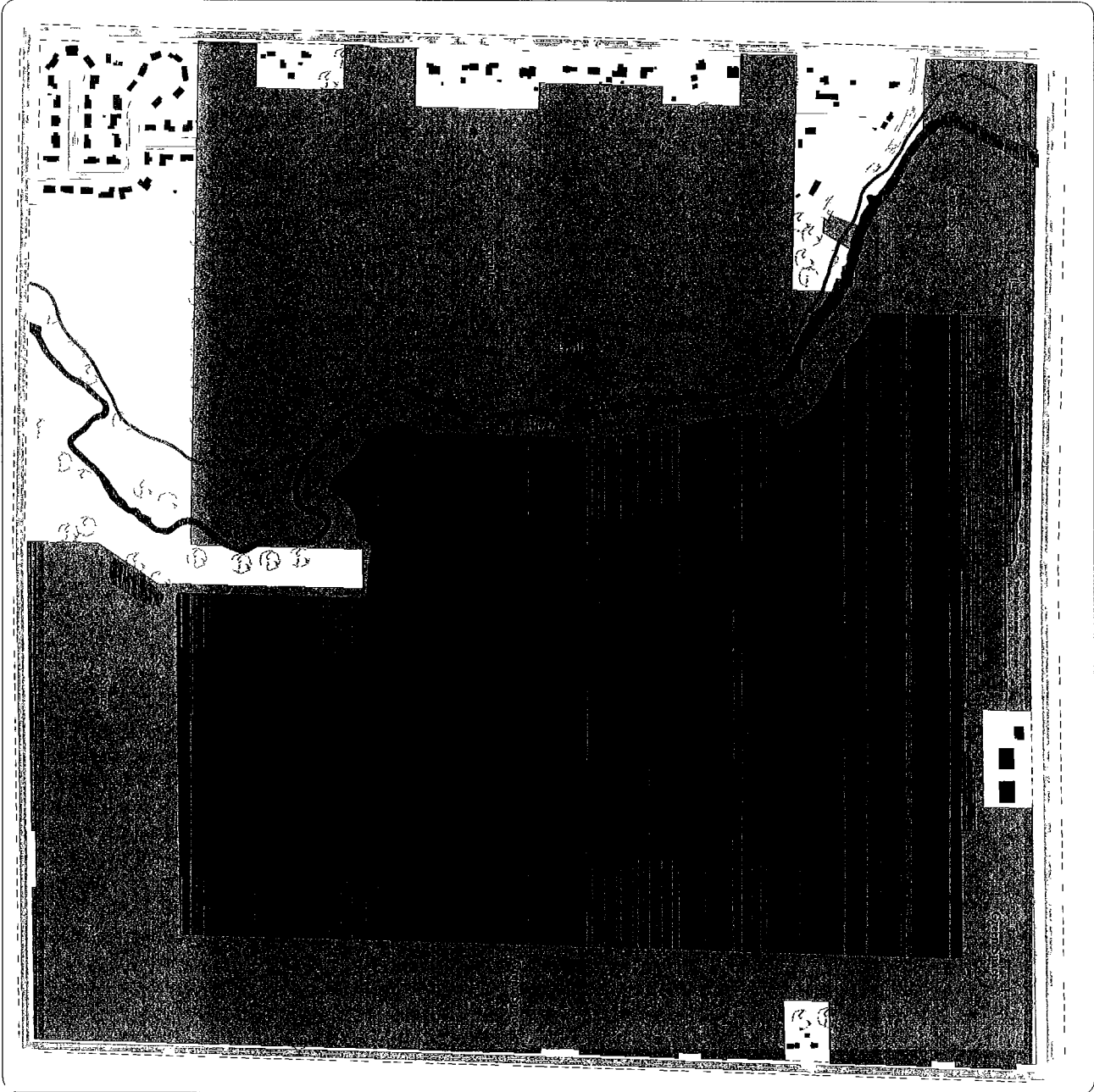


Cross Section C Boat Ramp



Cross Section A Road/Truss

Cross Section B Slope



Payne Dolan

FINAL CONDITIONS - CONCEPTUAL

DATE	10/15/14
BY	JK
CHECKED	JK
SCALE	AS SHOWN

Franklin Aggregate Site
 East 1/2 Section 10 West 1/2 Section 11
 T4N R21E E 1/4 of Franklin
 & Lincoln County, Wisconsin

5

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 2, 2021
Reports & Recommendations	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	ITEM NO. G.9.

BACKGROUND

This past year, the City purchased four parcels (approximately 23 acres total) with the intention of constructing water towers near S. 100th Street (aka S. Lovers Lane, STH 100, and USH 45) and making it a passive park with some parking spots, restrooms, and walking trails. RA Smith prepared a detailed wetland delineation report.

It is difficult to envision the potential for the parkland because the site is thick with primarily invasive trees and plantings. Considering other workloads, DPW does not have the capacity to perform the clearcutting of the invasive and undesirable plants to open up the site. Staff determined that park development funding sources could be used for the initial clearing of the site and then DPW could manage the routine clearing and removal of invasive plantings.

ANALYSIS

Root-PikeWIN was able to assist Staff in locating seven companies capable of providing the needed clearing operations. The City Arborist developed the criteria for the request and answering questions. Using email, Staff specified a scope for the work as follows:

- Bush-hog clear and grub 100% of the non-wetland areas with the exception of specimen trees that would be identified by our arborist. Grubbing does not include disturbance of soil. Intent is to get the surface in a manageable condition where our DPW can commence with mowing and chemical addressing any survivors in the spring.
- Remove all of the invasive trees including Buckthorn, Honey Suckle, Black Locust, and Siberian Elm.
- Remove invasive trees greater than 6" diameter to be treated with appropriate herbicide immediately after cutting.
- Any removed trees would be cut at or below grade to leave a mow-able (bush-hog) surface.
- All materials may be mulched and scattered on-site (outside of wetland boundaries). Contractor may also remove cut materials if so desired.
- Contractor may utilize a forestry mulcher/mower for this project.
- City Staff to locate property corners/lines, reflag the wetland boundaries, and also provide arborist to assist in identifying the specimen trees.

The email included the detailed Wetland Delineation Report prepared by RA Smith.

By the October 15, 2021, deadline, Staff received four lump sum quotes for this work.

- \$17,000 Eco-Resource Consulting, Inc. (Stoughton, WI)
- \$34,750 ENCAP Incorporated (DeKalb, IL)
- \$48,750 Tallgrass Restoration, LLC (Milton, WI)
- \$52,800 RES (Milwaukee, WI)

Staff has checked a few references and believes that Eco-Resource Consulting, Inc. is qualified to perform this work.

OPTIONS

Accept or Reject quote from Eco-Resource to perform this work.

FISCAL NOTE

This project would be funded by an appropriation in Fund 46-Contingency of \$17,000 with a reimbursement of \$7,990 from Fund 27-Park Impact Fees resulting in a net cost to the Contingency fund of \$9,010.

RECOMMENDATION

Resolution 2021-_____ a resolution to award clearing of Water Tower Park (8120 South Lovers Lane Road) to Eco-Resource Consulting, Inc. for \$17,000.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

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

WHEREAS, the City purchased four parcels (approximately 23 acres total) with the intention of constructing water towers near S. 100th Street (aka S. Lovers Lane, STH 100, and USH 45) and making it a passive park with some parking spots, restrooms, and walking trails; and

WHEREAS, considering other workloads, DPW does not have the capacity to perform the clearcutting of the invasive and undesirable plants to open up the site; and

WHEREAS, Root-PikeWIN was able to assist Staff in locating seven companies capable of providing the needed clearing operations; and

WHEREAS, four lump sum quotes were received for this work; and

WHEREAS, the lowest responsive quote was Eco-Resource Consulting, Inc, and

WHEREAS, Staff has checked a few references and believes that Eco-Resource Consulting, Inc. is qualified to perform this work.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that Eco-Resource Consulting, Inc. be awarded the contract for the clearing of Water Tower Park (8120 South Lovers Lane Rd).

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/db

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/02/21
REPORTS & RECOMMENDATIONS	Authorization for the Department of Public Works to Purchase Two Replacement Fuel Dispensers	ITEM NUMBER G.10.

Within the approved 2021 Capital Outlay Fund, are the funds to purchase two replacement fuel dispensers located at the Department of Public Works and is used by all City departments along with the Milwaukee County House of Corrections and the Franklin Public School District. Having a working fuel system, including operable fuel dispensers, is a vital necessity for continuing City operations throughout all departments. Our current dispensers date to the 1970's, and are becoming unreliable.

Two quotes were received by Public Works from Badger Oil Equipment Co. and Interstate Pump & Tank LLC. The quotes are as follows:

1. Badger Oil Equipment Co – total cost: \$23,000.00
2. Interstate Pump & Tank LLC – total cost: \$24,570.00

NOTE: A total of \$23,000.00 is allocated in the 2021 Capital Outlay Fund for this project.

These quotes include the following services: Two complete dispensers, along with removal of the old equipment and installation of the new equipment, as well as labor, material, and equipment needed for the above.

Badger Oil Equipment Co. is our current contractor for any repairs or needed work on our fuel systems. They also provided the most cost-effective quote. Therefore, the Department of Public Works is recommending the approval of the quote from Badger Oil Equipment Co. for the necessary work, as well as to execute an agreement with their company to provide the services requested.

COUNCIL ACTION REQUESTED

Authorize Department of Public Work staff to execute a contract with Badger Oil Equipment Co. to provide new replacement fuel dispensers at the Public Works.



Interstate Pump & Tank, LLC
 901 Niagara Street, Waukesha, WI 53186
 Phone: 262-524-8494 Fax: 262-524-8284
 web site: www.interstatepumpandtank.com

From	Bruette
DATE	10/26/21
QUOTE #	JB102621
County	-
Tax %	exempt
Phone	-
Fax	-
pg 1 of 1	

Attn: Kevin Schlueter
 Franklin DPW
 7979 W Ryan Rd
 Franklin, WI 53132

I am pleased to have the opportunity to propose the following
 DPW dispenser replacement

Item #	Description of Products and/or Services Being Proposed	#	cost ea.	ext. cost
1	One diesel dispenser one hose standard flow and one gasoline dispenser two hose standard flow Includes installation and startup Adder for stand alone dispenser sump sensor \$950.00 each dispenser sump Adder for SS dispenser enclosure \$1,100.00 per dispenser	1	\$24,570.00	\$24,570.00
<u>Does not include any electrical modification. That will be an additional charge if needed.</u>				
<i>note Prices good for 45 days, subject to IPT Standard Insurance Coverage, Warranty and Terms & Conditions</i>				

Jim Bruette _____ email: james@interstatepumpandtank.com

Subtotal	\$24,570.00
exempt	\$0.00
TOTAL	\$24,570.00

Warranty / Terms & Conditions: All sales of products and services from Interstate Pump and Tank LLC (IPT) are made subject to the Warranty / Terms & Conditions. The Buyer's signature or issuance of a Purchase Order on this contract constitutes the acceptance of the Warranty / Terms & Conditions.



Approved by. _____ P. O. # _____ Date. _____



QUOTATION & CONTRACT FORM

2/413

BADGER OIL EQUIPMENT CO.

A WISCONSIN CORPORATION
12030 W. Ripley Avenue, Milwaukee, WI 53226
Phone 414-258-2777 • FAX 414-258-4705



SOLO NAME CITY OF FRANKLIN
ADDRESS 9229 W Loomis Road
CITY Franklin, WI 53132 STATE

SHIP TO NAME CITY OF FRANKLIN DPW
ADDRESS 7979 W Ryan Road
CITY Franklin, WI 53132 STATE

Table with 5 columns: CUST. ORDER #, SALESMAN (Matt), F.O.B., TERMS, NET INVOICE, DATE (10-28-2021)

Attention Of: KEVIN Your Inquiry: DISPENSER INSTALLATION - 2 WEST DISPENSERS

We are pleased to submit a quotation on our interpretation of your requirements, subject to terms and conditions printed on reverse side of this proposal. This quotation shall become a binding contract when signed by purchaser.

Badger Oil Equipment Co. proposes the following:

Furnish labor, material and equipment to complete the following for dispenser removal:

- Shut down fuel system.
-Remove existing hanging hardware from the two west dispensers for reuse on new dispensers.
-Remove piping from impact valves to the dispenser on two west dispensers.
-Have a licensed electrician disconnect electrical from two west dispenser.
-Remove and dispose of the two (2) Gasboy dispensers.

Furnish labor, material and equipment to remove the existing impact tops and install two (2) new OPW double poppet impact tops.

Furnish labor, material and equipment to complete the following for dispenser installation:

- Install two custom fabricated dispenser conversion plates.
-Set two (2) new Wayne Select dispensers.
-Pipe in product lines.
-Have a licensed electrician pipe and wire dispensers using existing electrical components.
-Install existing hanging hardware.
-Perform programming and startup of dispensers.
-Purge dispensers and check for leaks.
-Calibrate all.

ABOVE FOR THE SUM OF: \$23,000.00

REMOVAL CLAUSE - This quote does not include the handling, transportation, removal or disposal of any contaminants or hazardous waste.

BADGER OIL EQUIPMENT CO.

PURCHASER - Company Name

By

By Title

By Title

TERMS AND CONDITIONS

This proposal, when accepted by the Purchaser, will constitute a bona fide contract between the parties, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

OWNERSHIP — Buyer hereby warrants that he is (they are) the owner of the record of the property described in this contract.

PRICES — Prices quoted are for acceptance within 30 days and, unless otherwise specified, are subject to change without notice after that date.

DELIVERY — Delivery and/or construction promises are contingent upon fires, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Delivery to our plant for purposes of convenience or co-ordination shall be considered "Delivery" for billing purposes.

WARRANTY — Badger Oil Equipment Co. will warrant equipment as far as the manufacturers extend warranties for equipment and labor to Badger Oil Equipment from the date of installation or delivery, ordinary use, wear and tear or damage from abuse or accident excepted.

Implied warranties of **MERCHANTABILITY** and **FITNESS** for Particular Purposes are **EXCLUDED**. Repair or replacement shall be the sole remedies for defect and shall be made, free of charge, F.O.B. factory, provided factory inspection supports validity of customer's claim. Badger Oil Equipment Co. shall not be liable for consequential damages, whether or not arising out of warranty, negligence, or otherwise.

EXCAVATING CLAUSE — Excavation quotations are based on normal soil conditions. In the event any underground structures such as sewers, all utility lines, cables, conduit are destroyed or damaged during the performance of the contract, the Seller shall not be held responsible. All additional costs resulting from debris, rock, water or wet, running soil, well point system, or in the case of winter work for frost removal and frost excavation shall be borne by the Purchaser.

FLOATING CLAUSE — Purchaser will be responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavations. The Seller shall notify the Purchaser when product will be needed. The Seller shall not be responsible for the contamination or loss of the product, used for ballast.

In the event any tanks should float, the Seller shall be held blameless. All expense for equipment, labor and materials to reinstall tanks shall be borne by the Purchaser.

REMOVAL CLAUSE — This quote does not include the handling, transportation, removal, or disposal of any contaminants or hazardous waste.

RELATED WORK — Labor, materials and outside services for electrical, concrete, blacktop or sewer work, are not included in proposals unless specified.

TAXES — Prices quoted on equipment and repair parts are subject to Federal, State or Municipal taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.

NOTICE OF LIEN RIGHTS — AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

TERMS — Unless otherwise specified on the front thereof, terms are net on completion of all equipment, services or installation work.

The Seller reserves the right to charge the Purchaser 1½% per month on past due balances.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/02/2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>INTRODUCTION OF AN ORDINANCE TO AMEND §30-1. OF THE MUNICIPAL CODE TO ESTABLISH ALDERMANIC DISTRICT AND WARD BOUNDARIES</p>	<p>ITEM NUMBER</p> <p>G.11.</p>

Pursuant to Wisconsin laws, principles, and the process for redistricting, municipalities are to create and adopt ward plans beginning at the time of receipt of the Milwaukee County Board providing the tentative Supervisory District Plan. As the Milwaukee County Board of Supervisors meeting will be held on October 29, 2021, at 1:00 p.m. to consider and potentially select a new supervisory map, the map is not available at the time of this writing. The Supervisory District Plan and other supporting documentation will be distributed to Common Council members and placed on the City website adjacent to this meeting agenda packet as additional documentation for this agenda item, upon receipt from the Milwaukee County Board of Supervisors, if same is received prior to this meeting.

COUNCIL ACTION REQUESTED

Motion to introduce Ordinance No. 2021-____, 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.

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APPROVAL <i>Slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Nov 2, 2021
REPORTS & RECOMMENDATIONS	Review of Pending Changes to Tax Collection Software	ITEM NUMBER G.12.

Background

The City of Franklin bills Real Estate and Personal Property taxes annually. Five times per year, the City settles taxes collected with the other taxing authorities involving Franklin properties. The 2020 tax roll, most recent one, had a total of \$103.1 million billed. Milwaukee purchases all of the uncollected Real Estate (but not personal property) taxes in August each year, with the final settlement. The City then is responsible for uncollected Personal Property taxes. The uncollected personal property taxes are typically less than \$20,000 annually.

The City has used GCS as the program to bill and collect taxes. Milwaukee County has an intergovernmental agreement with all of the Milwaukee County municipalities (except the City of Milwaukee) that pays the annual software maintenance fees so long as ALL the municipalities use the GCS software. This facilitates the transfer of data from the municipalities to the County of the unpaid Real Estate taxes.

Analysis

Milwaukee County wants to migrate to a cloud based data base. This will give Milwaukee County full access to Franklin's tax roll from the moment it is finalized. It is not clear what is motivating Milwaukee County to make this change at the municipal level with the proposed timing. Milwaukee County migrated to the cloud product in 2020.

GCS (now known as LandNav) announced the process in late August. The LandNav project manager abruptly left, and the project was kicked off with a group meeting on Oct 13, 2021.

LandNav will implement the change in three phases:

1. Conversion of the old Personal Property records to the web based data base starting Oct 18 and training the muni staffs on cash collection procedures in the cloud software
2. Munis will calculate taxes using the OLD software in late November/early December as has been the case for many years. Franklin has contracted with a fulfillment house to print and mail the tax bills. The output process for bill printing will use the old software in 2021. LandNav will then move the 2021 tax bills to the cloud database for collection. The 2022 tax bills will be calculated in the cloud software in Dec 2022. LandNav and the County have contracted with a merchant processor (VPS) to process credit card payments. The City has not accepted credit cards for tax payments in prior years (with less than 50 exceptions). The E-check process we have used in prior years will still be available.
 - a. The lockbox payment process is NOT impacted by this change, except to import into different software
 - b. LandNav continues to partner with GovTech for collection of escrowed tax payments – this involves over 1500 accounts. This process is supposed to be even more seamless.
3. Assessing activities will convert in 2022 Q1. Franklin has contracted with Tyler Technologies to provide assessing services. We will be seeking bids on Assessing services for 2022, with a potential new Assessor starting in 2022 Q1. Tyler Technologies has performed its work in proprietary software and then downloaded the values into the LandNav database. That porting

function will NOT change with the cloud based product. It is not clear what the impact will be of on boarding a potential new Assessor and integrating with LandNav's Cloud based database.

With the database being cloud based, should the city lose internet connection, no tax payments could be accepted, as there would be no access to the software. City Hall internet service is served by Spectrum, who has had reliability issues this past summer. This creates a new vulnerability for tax collection, especially at the peak period between Dec 15-31.

A meeting of Milwaukee County Finance Directors and Treasurers on Oct 26 unanimously agreed that delaying the collection process until after the busiest collection period is advisable. Other security and data integrity issues have been raised which are unresolved.

Options

As the project progresses between now and Thanksgiving, a small evaluation period will present itself to proceed with the conversion to the cloud based program, or remain with the PC based program. It is not clear what consequences might come should we abandon the cloud based project.

Fiscal Impact

It is unclear if Milwaukee County will continue to pay the approximate \$8,500/year in maintenance costs for the tax billing/collection software.

The Director of Finance & Treasurer will be available for questions at the Nov 2 meeting.

COMMON COUNCIL ACTION REQUESTED

Information only

APPROVAL <i>Slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 2, 2021
REPORTS & RECOMMENDATIONS	September, 2021 Monthly Financial Report	ITEM NUMBER G.13.

Background

The September, 2021 Financial Report is attached.

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

The Director of Finance & Treasurer will be available to answer any questions.

COUNCIL ACTION REQUESTED

Receive and place on file

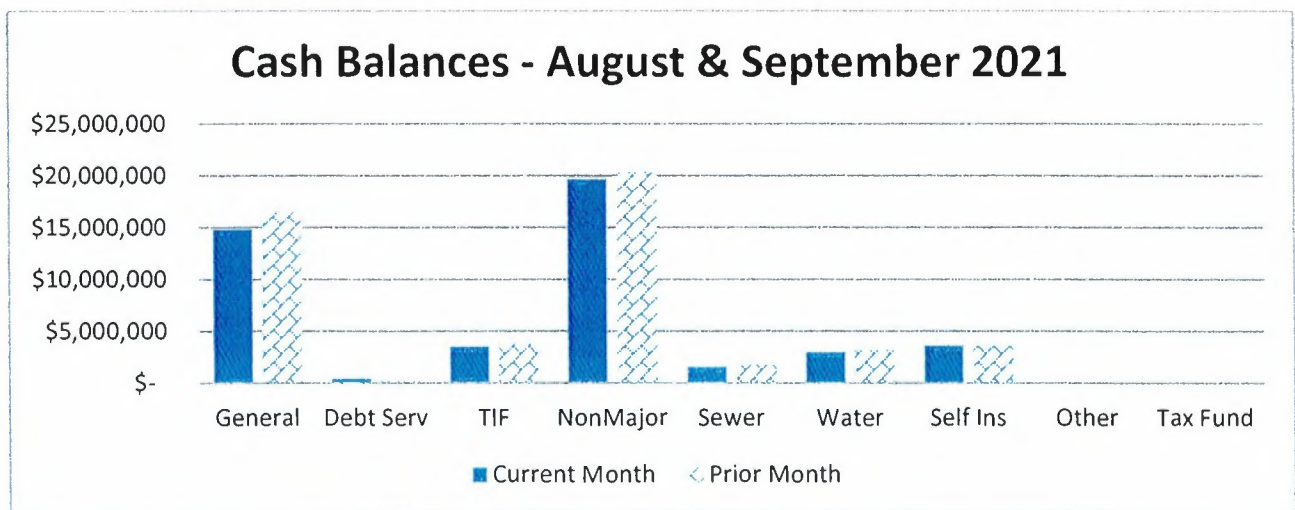


Date: October 19, 2021
 To: Mayor Olson, Common Council and Finance Committee Members
 From: Paul Rotzenberg, Director of Finance & Treasurer *PR*
 Subject: September 2021 Financial Report

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

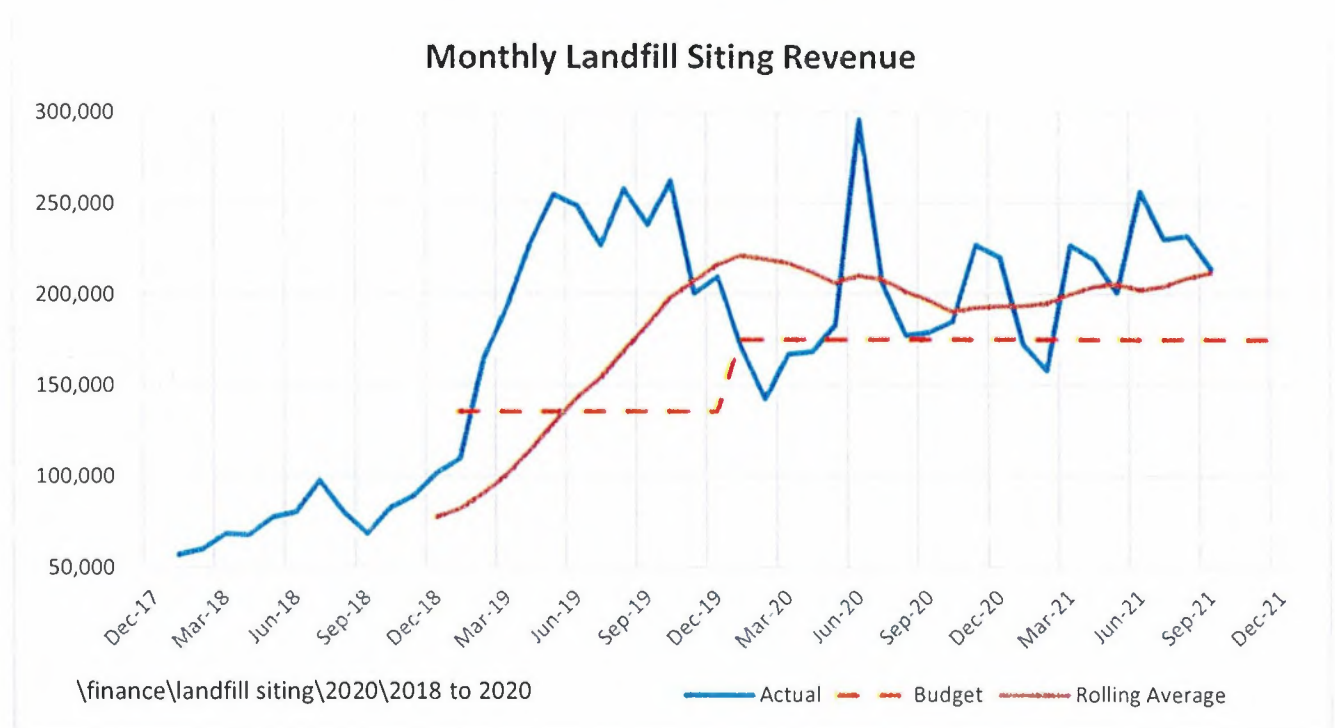
The budget allocation is completed using an average of the last five years actual spending against the Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial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

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds totaling \$38.3 million decreased \$2.4 million since last month. The biggest decline was in General Fund supporting labor costs.



Investment balances have been reduced at Institutional Capital Management. As the returns on short term investments have declined, Certificates of Deposit have become more attractive. Our relationship with American Deposit Management has provided the tool to tap the bank CD market. However, in anticipation that the yield curve will steepen, CD's maturities targeted Q1 2022 and Q1 2023.

Landfill Siting Resources – are spread across multiple capital funds and the General Fund. This resource is currently performing approximately 21% better than the \$2.1 million budget. Sept's receipt (collected in Oct) will be \$214,000 (compared to \$179,000 in Sept 2020). The current annualized run rate is \$2.5 million. The accompanying chart illustrates the current trend. Most of this resource is credited to the Capital funds. Resources in excess of budget will be evenly credited to Equipment Replacement and Street Improvement Funds.



GENERAL FUND revenues of \$25.3 million are \$275,500 over budget.

Ambulance resources are rather strong this year (\$52,000 over budget). Engineering fees are \$132,000 over budget. Investment income was \$201,700 less than budget with continued very low rates of return.

Year to Date expenditures of \$19.5 million are \$845,000 under spent. Delays in hiring and legal costs are holding Gen Government under budget. Police vacancies early in the year are now nearly filled, but the under spending will stay with us. Salt orders pushed Public Works over budget. Labor budgeted in Highway has been used to maintain the parks, pushing Culture over budget.

September, 2021
Financial report

A \$5.7 million surplus is \$1.1 million favorable to budget – some excess resources and some under spending. A \$300,000 transfer out for Municipal building maintenance projects is still planned for later this year.

DEBT SERVICE – Debt payments were made March and September as required.

TIF Districts – Staff has added the outstanding debt obligation by TID to aid in understanding TID performance. The TID's collected the \$3.7 million increment as expected. Debt service represents the bulk of the activity in the TID's so far this year.

TID 3 – The 2021 increment was collected and State shared revenue received. The TID retired \$965,000 of debt along with \$1,050,000 Municipal Revenue Obligation. The TID has a \$891,000 fund balance. TID3 has \$1,375,000 of debt GO outstanding.

TID 4 – The \$1.1 million 2021 increment was collected as was \$86,000 in State Shared revenue. \$1.2 million of Advances were repaid. There are \$828,000 of contractor payments still due. The TID has a \$419,000 deficit related to the \$1.3 remaining Advance outstanding. The TID does have \$829,000 of encumbrances that will likely get paid in 2021, raising the deficit back to the interfund advance.

TID 5 – The \$478,000 2021 Increment was collected. \$650,000 of debt service was paid. The TID has an \$480,000 fund balance. There is \$27.5 million of outstanding GO debt related to this TID as well as a \$3.5 million Municipal Revenue Obligation.

TID 6 – There is no 2021 Increment. \$253,000 of debt service was made from capitalized interest. The TID has a \$24,000 fund balance. The TID has \$9.4 million in outstanding GO debt.

TID 7 – There is little activity in TID7 at this time. The \$1.2 million deficit represents the \$1.5 million advance to partially fund the developer mortgage. The TID has \$6.6 million in outstanding Debt and Advances as well as a \$14.9 million MRO.

TID 8 – There is no development activity in TID8 at this time. The General Fund has advanced \$100,000 to this TID.

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

No spending has occurred as yet.

LIBRARY FUND – Resources are as expected, with landfill siting arriving in Q4.

Expenditures are essentially on plan as well.

TOURISM FUND – Hotel Taxes are credited to the General Fund early in the year, with the Tourism Fund receiving the Q3 & Q4 tax payments.

The agreement with Ball Park Commons to share an employee has not been completed yet. Other expenditures are as expected

September, 2021
Financial report

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

CAPITAL OUTLAY FUND – Resources are as expected.

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

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

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

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

The 2021 street program is nearly complete, but we are awaiting contractor billings.

CAPITAL IMPROVEMENT FUND – MMSD has paid the 2019 Grant for the Rawson Homes project. The debt resources will arrive in November after a Nov 2 sale closes.

Expenditures relate to projects started in 2020, most significantly, Marquette Ave construction. Most of the spending relates to contract commitments (note the \$660,000 of encumbrances) The municipal building projects are still expected to be committed in 2021.

A project listing is also attached.

DEVELOPMENT FUND – The \$463,000 of resources relate to new housing starts in Aspen Woods and Ryan Wood Manor.

Transfers to Debt Service account for most of the transfers. While the park expenditures relate to commitments to developers on new subdivisions as well as 2021 qualifying park expenditures.

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

SANITARY SEWER FUND – The January rate increase has had the desired effect of raising resources for the lift station funding being sold in November.

Operating costs are very close to budget.

Cash generation is flat on the timing of capital purchases.

WATER UTILITY FUND – the dry conditions over the summer pushed water revenues over plan and last year.

The Utility spent \$100,000 on a Value Engineering Study of a new wholesale water supplier. Other costs are in line with budget.

September, 2021
Financial report

The Utility's \$155,000 operating profit is less than budget by the VE Study costs.

SELF INSURANCE FUND – Resources are as expected.

The \$2.2 million of claims are close to budget, but 27% more than 2020. \$87,000 of Stop Loss recoveries have reduced the net claims costs.

The fund generated a \$130,000 surplus this year compared to a \$760,000 surplus last year. This demonstrates the lumpiness of this fund.

The fund has a healthy \$3.3 million fund balance.

RETIREE HEALTH FUND – Benefit payments of \$296,000 are 26% greater than 2020 thru September. Still the fund is generating a \$102,000 underwriting surplus, which is not typically expected given the demographics of the covered group.

Investment results have been stellar, with a \$744,000 gain (net of \$61,000 of internal management fees), compared to a \$17,000 gain in 2020. Total Trust assets are 29% greater than 2020 at this time. Markets are volatile, so put investment results into perspective with a longer view.

MINOR FUNDS – These funds have generated a \$71,000 deficit before transfers from the General Fund. The Fire Grants, St Martin's Fair, and Health Grants funds have all generated deficits so far in the year. Often times resources arrive after the expenditures are recognized. Only the St Martin's Fair Fund has a Fund Deficit at Sept 30, 2021.

City of Franklin
Cash & Investments Summary
September 30, 2021

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ (1,216,736)	\$ 10,564,690	\$ 2,165,083	\$ 3,287,529	\$ 14,800,567	\$ 16,476,254
Debt Service Funds	248,562	173,079	-	-	421,640	145,019
TIF Districts	29,471	3,475,727	-	-	3,505,197	3,783,556
Nonmajor Governmental Funds	830,098	13,945,700	4,834,196	-	19,609,994	20,311,575
Total Governmental Funds	(108,606)	28,159,195	6,999,279	3,287,529	38,337,398	40,716,405
Sewer Fund	502,854	1,084,191	-	-	1,587,045	1,697,183
Water Utility	8,703	2,183,214	782,327	-	2,974,243	3,169,170
Self Insurance Fund	14,602	710,913	2,878,679	-	3,604,194	3,531,775
Other Designated Funds	15,500	-	-	-	15,500	15,694
Total Other Funds	541,659	3,978,318	3,661,006	-	8,180,983	8,413,822
Total Pooled Cash & Investments	433,054	32,137,513	10,660,285	3,287,529	46,518,381	49,130,228
Property Tax Fund	86,711	1,566	-	-	88,276	75,349
Total Trust Funds	86,711	1,566	-	-	88,276	75,349
Grand Total Cash & Investments	519,764	32,139,078	10,660,285	3,287,529	46,606,657	49,205,576
Average Floating Rate of Return		0 05%	2 03%	0 05%		
Avg Weighted Rate of Return - CD's		0 69%				
Maturities:						
Demand	519,764	20,943,326	1,035,959	3,287,529	25,786,578	28,518,773
Fixed Income & Equities						
2021 - Q3	-	-	-	-	-	1,501,563
2021 - Q4	-	-	4,507,152	-	4,507,152	4,513,752
2022 - Q1	-	2,752,876	2,061,890	-	4,814,766	4,818,185
2022 - Q2	-	1,672,876	-	-	1,672,876	267,876
2022 - Q3	-	-	-	-	-	-
2022 - Q4	-	-	2,543,157	-	2,543,157	-
2022	-	2,945,000	-	-	2,945,000	5,247,330
2023	-	3,825,000	512,129	-	4,337,129	4,338,098
	519,764	32,139,078	10,660,285	3,287,529	46,606,657	49,205,576

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 9 months ended September 30, 2021

<u>Revenue</u>	2021 Original Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,196,900	\$ 19,196,900	\$ 19,174,897	\$ 19,187,925	\$ 13,028
Other Taxes	614,900	614,900	368,326	361,221	(7,105)
Intergovernmental Revenue	1,785,400	1,785,400	1,087,237	1,107,306	20,069
Licenses & Permits	1,111,150	1,111,150	836,895	1,009,380	172,485
Law and Ordinance Violations	490,000	490,000	388,105	338,927	(49,178)
Public Charges for Services	2,424,650	2,424,650	1,783,064	2,074,347	291,283
Intergovernmental Charges	203,200	203,200	137,439	139,225	1,786
Investment Income	359,718	359,718	286,173	84,463	(201,710)
Sale of Capital Assets	10,250	10,250	9,179	658	(8,521)
Miscellaneous Revenue	123,000	123,000	108,283	178,906	70,623
Transfers from Other Funds	1,050,000	1,050,000	831,210	803,036	(28,174)
Total Revenue	\$ 27,369,168	\$ 27,369,168	\$ 25,010,808	\$ 25,285,394 101.10%	\$ 274,586
<u>Expenditures</u>	2021 Original Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,160,403	\$ 3,184,744	\$ 2,437,998	\$ 2,260,805	\$ (177,193)
Public Safety	18,352,063	18,472,161	13,520,121	13,159,759	(360,362)
Public Works	4,288,736	4,586,454	3,097,298	3,293,615	196,317
Health & Human Services	713,239	713,239	531,707	487,065	(44,642)
Culture & Recreation	218,343	229,486	151,070	244,669	93,599
Conservation and Development	599,884	617,257	439,536	395,404	(44,132)
Contingency & Unclassified	3,077,500	3,037,500	460,556	-	(460,556)
Anticipated Underexpenditures	(315,000)	(315,000)	(236,250)	-	236,250
Transfers to Other Funds	24,000	374,000	22,226	24,000	1,774
Encumbrances	-	-	-	(286,135)	(286,135)
Total Expenditures	\$ 30,119,168	\$ 30,899,841	\$ 20,424,262	\$ 19,579,182 95.86%	\$ (845,080)
Excess of revenue over (under) expenditures	(2,750,000)	(3,530,673)	<u>4,586,546</u>	5,706,212	<u>\$ 1,119,666</u>
Fund Balance, beginning of year	<u>9,199,013</u>	<u>9,199,013</u>		<u>9,199,013</u>	
Fund Balance, end of period	<u>\$ 6,449,013</u>	<u>\$ 5,668,340</u>		<u>\$ 14,905,225</u>	

**City of Franklin
General Fund
Comparative Statement of Revenue
For the 9 months ended September 30, 2021**

Revenue	2021 Original Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,196,900	\$ 19,196,900	\$ 19,174,897	\$ 19,187,925	\$ 13,028
Other Taxes:					
Cable television franchise fees	443,000	443,000	243,786	194,328	(49,458)
Mobile Home	20,000	20,000	15,000	13,860	(1,140)
Room tax	151,900	151,900	109,540	153,033	43,493
Total Other taxes	<u>614,900</u>	<u>614,900</u>	<u>368,326</u>	<u>361,221</u>	<u>(7,105)</u>
Intergovernmental Revenue:					
State shared revenue-per capita	433,000	433,000	72,874	65,005	(7,869)
Expenditure restraint revenue	45,000	45,000	45,000	45,201	201
State computer aid	228,000	228,000	228,000	228,051	51
State transportation aids	540,000	540,000	399,895	407,285	7,390
Fire insurance dues	170,000	170,000	170,000	184,631	14,631
Other grants & aid	369,400	369,400	171,468	177,133	5,665
Total Intergovernmental Revenue	<u>1,785,400</u>	<u>1,785,400</u>	<u>1,087,237</u>	<u>1,107,306</u>	<u>20,069</u>
Licenses & Permits:					
Licenses	170,450	170,450	160,241	182,821	22,580
Permits	940,700	940,700	676,654	826,559	149,905
	<u>1,111,150</u>	<u>1,111,150</u>	<u>836,895</u>	<u>1,009,380</u>	<u>172,485</u>
Law & Ordinance Violations:					
Fines, Forfeitures & Penalties	490,000	490,000	388,105	338,927	(49,178)
Public Charges for Services:					
Planning Related Fees	75,300	75,300	56,502	107,470	50,968
General Government	8,700	8,700	7,107	10,568	3,461
Architectural Board Review	4,500	4,500	3,489	6,840	3,351
Police & Related	6,800	6,800	4,009	2,505	(1,504)
Ambulance Services - ALS	1,350,000	1,350,000	1,062,974	790,156	(272,818)
Ambulance Services - BLS	-	-	-	325,181	325,181
Fire Safety Training	1,500	1,500	1,104	2,530	1,426
Fire Sprinkler Plan Review	4,000	4,000	3,326	3,100	(226)
Fire Inspections	5,000	5,000	3,625	14,568	10,943
Quarry Reimbursement	45,000	45,000	23,336	22,050	(1,286)
Weed Cutting	7,000	7,000	4,881	2,995	(1,886)
Engineering Fees	260,000	260,000	169,187	301,985	132,798
Public Works Fees	36,000	36,000	26,441	36,983	10,542
Investment Mgmt Fees	71,500	71,500	53,625	61,578	7,953
Weights & Measures	7,600	7,600	3,454	(1)	(3,455)
Landfill Operations - Siting	345,000	345,000	258,750	296,352	37,602
Landfill Operations - Emerald Park	80,000	80,000	51,027	39,052	(11,975)
Health Department	116,750	116,750	50,227	50,435	208
Total Public Charges for Services	<u>\$ 2,424,650</u>	<u>\$ 2,424,650</u>	<u>\$ 1,783,064</u>	<u>\$ 2,074,347</u>	<u>\$ 291,283</u>

**City of Franklin
General Fund
Comparative Statement of Revenue
For the 9 months ended September 30, 2021**

Revenue	2021 Original Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Intergovernmental Charges:					
Milwaukee County - Paramedics	\$ 117,800	\$ 117,800	\$ 81,194	\$ 89,486	\$ 8,292
School Liaison Officer	85,400	85,400	56,245	49,739	(6,506)
Total Intergovernmental Charges	203,200	203,200	137,439	139,225	1,786
Investment Income:					
Interest on Investments	256,718	256,718	208,923	31,453	(177,470)
Market Value Change on Investments	-	-	-	(7,791)	(7,791)
Interest - Tax Roll	100,000	100,000	75,000	53,625	(21,375)
Other Interest	3,000	3,000	2,250	7,176	4,926
Total Investment Income	359,718	359,718	286,173	84,463	(201,710)
Sale of Capital Assets	10,250	10,250	9,179	658	(8,521)
Miscellaneous Revenue:					
Rental of Property	52,000	52,000	46,160	65,023	18,863
Refunds/Reimbursements	20,000	20,000	11,420	15,375	3,955
Insurance Dividend	50,000	50,000	50,000	66,975	16,975
Other Revenue	1,000	1,000	703	31,533	30,830
Total Miscellaneous Revenue	123,000	123,000	108,283	178,906	70,623
Transfer from Other Funds:					
Water Utility-Tax Equivalent	1,050,000	1,050,000	831,210	803,036	(28,174)
Total Transfers from Other Funds	1,050,000	1,050,000	831,210	803,036	(28,174)
Total Revenue	\$ 27,369,168	\$ 27,369,168	\$ 25,010,808	\$ 25,285,394	\$ 274,586
				101.10%	

City of Franklin
General Fund
Comparative Statement of Expenditures
For the 9 months ended September 30, 2021

Expenditures	2021 Original Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government:					
Mayor & Aldermen - Labor	\$ 65,903	\$ 65,903	\$ 49,428	\$ 48,550	\$ 878
Mayor & Aldermen - Non-Personnel	37,350	38,760	31,056	26,612	E 4,444
Municipal Court - Labor	189,109	189,109	138,194	139,281	(1,087)
Municipal Court - Non-Personnel	21,475	23,040	20,336	18,243	2,093
City Clerk Labor	334,272	334,272	244,079	241,236	2,843
City Clerk - Non-Personnel	28,500	28,500	23,671	17,930	5,741
Elections - Labor	28,922	28,922	24,022	20,894	3,128
Elections - Non-Personnel	25,000	25,000	17,854	6,824	11,030
Information Services - Labor	102,343	140,343	74,213	77,076	(2,863)
Information Services - Non-Personnel	432,736	416,102	347,786	266,960	E 80,826
Administration - Labor	262,816	262,816	190,910	198,087	(7,177)
Administration - Non-Personnel	129,755	129,755	91,073	73,219	17,854
Finance - Labor	424,474	424,474	308,540	266,596	41,944
Finance - Non-Personnel	122,490	122,490	85,071	86,973	(1,902)
Independent Audit	30,050	30,050	27,062	27,655	(593)
Assessor - Non-Personnel	237,650	237,650	178,250	156,157	22,093
Legal Services	353,600	353,600	274,581	227,351	47,230
Municipal Buildings - Labor	106,778	106,778	74,716	77,283	(2,567)
Municipal Buildings - Non-Personnel	120,615	120,615	87,421	75,539	11,882
Property/liability insurance	106,565	106,565	149,735	208,339	(58,604)
Total General Government	3,160,403	3,184,744	2,437,998	2,260,805	177,193
Public Safety:					
Police Department - Labor	9,133,458	9,133,458	6,674,452	6,354,802	319,650
Police Department - Non-Personnel	1,235,790	1,277,535	936,684	785,772	E 150,912
Pandemic Emergency - Labor	-	-	-	50,465	(50,465)
Fire Department - Labor	6,268,073	6,268,073	4,581,296	4,750,713	(169,417)
Fire Department - Non-Personnel	515,980	516,033	380,712	327,610	53,102
Public Fire Protection	283,300	283,300	215,879	210,080	5,799
Building Inspection - Labor	753,818	832,118	609,745	558,570	51,175
Building Inspection - Non-Personnel	154,044	154,044	113,753	114,147	(394)
Weights and Measures	7,600	7,600	7,600	7,600	-
Total Public Safety	18,352,063	18,472,161	13,520,121	13,159,759	360,362
Public Works:					
Engineering - Labor	599,419	599,419	435,049	452,197	(17,148)
Engineering - Non-Personnel	292,850	320,797	239,301	296,040	E (56,739)
Highway - Labor	2,015,467	2,015,467	1,472,479	1,312,282	160,197
Highway - Non-Personnel	1,016,750	1,221,681	686,470	947,225	E (260,755)
Street Lighting	357,200	422,040	259,411	283,331	E (23,920)
Weed Control	7,050	7,050	4,588	2,540	2,048
Total Public Works	\$ 4,288,736	\$ 4,586,454	\$ 3,097,298	\$ 3,293,615	\$ (196,317)

City of Franklin
General Fund
Comparative Statement of Expenditures
For the 9 months ended September 30, 2021

Expenditures	2021 Original Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Health & Human Services:					
Public Health - Labor	\$ 597,789	\$ 597,789	\$ 438,727	\$ 441,626	\$ (2,899)
Public Health - Non-Personnel	67,450	67,450	53,680	19,687	33,993
Animal Control	48,000	48,000	39,300	25,752	13,548
Total Health & Human Services	713,239	713,239	531,707	487,065	44,642
Culture & Recreation:					
Senior Travel & Activities	22,000	22,000	15,820	1,720	14,100
Parks - Labor	122,368	122,368	89,422	188,415	(98,993)
Parks - Non-Personnel	73,975	85,118	45,828	54,534	(8,706)
Total Culture & Recreation	218,343	229,486	151,070	244,669	(93,599)
Conservation & Development:					
Planning - Labor	367,941	367,942	268,877	264,438	4,439
Planning - Non-Personnel	75,650	81,672	50,789	39,298	11,491
Economic Dev - Labor	95,793	95,793	69,330	70,031	(701)
Economic Dev - Non-Personnel	60,500	71,850	50,540	21,637	28,903
Total Conservation & Development	599,884	617,257	439,536	395,404	44,132
Contingency & Unclassified:					
Restricted - other	2,500,000	2,490,000	-	-	-
Severance Payments	200,000	236,600	177,450	-	177,450
Unrestricted	375,000	298,400	281,250	-	281,250
Unclassified	2,500	12,500	1,856	-	1,856
Total Contingency & Unclassified	3,077,500	3,037,500	460,556	-	460,556
Anticipated Underexpenditures	(315,000)	(315,000)	(236,250)	-	(315,000)
Transfers to Other Funds:					
Capital Improvement Fund	-	-	-	-	-
Other Funds	24,000	374,000	22,226	24,000	(1,774)
Total Transfers to Other Funds	24,000	374,000	22,226	24,000	(1,774)
Total Expenditures	\$ 30,119,168	\$ 30,899,841	\$ 20,424,262	\$ 19,865,317	\$ 480,195
Less Encumbrances				(286,135)	
Net Expenditures				\$ 19,579,182	
% of YTD Budget				95.86%	

**City of Franklin
General Fund
Balance Sheet**

	9/30/2021	9/30/2020
ASSETS		
Cash & Investments	\$ 14,800,567	\$ 14,534,886
Accounts & Taxes & Interest Receivable	848,926	576,241
Due from Other Funds & Advances	189,700	123,200
Due from Other Governments	38	935
Prepaid Expenditures & Inventories	35,355	35,030
Total Assets	<u>\$ 15,874,586</u>	<u>\$ 15,270,292</u>
LIABILITIES		
Accounts Payable	\$ 274,994	\$ 375,944
Accrued Liabilities	390,270	1,004,784
Due to Other Funds & Governments	125,375	126,145
Special Deposits	165,141	65,013
Unearned Revenue	13,581	3,832
Total Liabilities	<u>969,361</u>	<u>1,575,718</u>
FUND BALANCES		
Nonspendable - Inventories, Prepaids, Advances, Assigned	225,055	186,800
Unassigned	<u>14,680,170</u>	<u>12,235,658</u>
Total Fund Balances	<u>14,905,225</u>	<u>13,694,574</u>
Total Liabilities & Fund Balances	<u>\$ 15,874,586</u>	<u>\$ 15,270,292</u>

City of Franklin
Debt Service Funds
Balance Sheet
September 30, 2021 and 2020

	2021 Special Assessment	2021 Debt Service	2021 Total	2020 Special Assessment	2020 Debt Service	2020 Total
Assets						
Cash and investments	\$ 181,765	\$ 239,875	\$ 421,640	\$ 788,017	\$ 275,579	\$ 1,063,596
Special assessment receivable	15,838	-	15,838	30,255	-	30,255
Total Assets	\$ 197,603	\$ 239,875	\$ 437,478	\$ 818,272	\$ 275,579	\$ 1,093,851
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 15,838	\$ -	\$ 15,838	\$ 30,255	\$ -	\$ 30,255
Unassigned fund balance	181,765	239,875	421,640	788,017	275,579	1,063,596
Total Liabilities and Fund Balance	\$ 197,603	\$ 239,875	\$ 437,478	\$ 818,272	\$ 275,579	\$ 1,093,851

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	2021 Special Assessment	2021 Debt Service	2021 Year-to-Date Actual	2021 Original Budget	2020 Special Assessment	2020 Debt Service	2020 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Special Assessments	2,854	-	2,854	21,000	6,221	-	6,221
Investment Income	983	400	1,383	15,000	14,166	3,916	18,082
Total Revenue	3,837	1,100,400	1,104,237	1,136,000	20,387	1,103,916	1,124,303
Expenditures:							
Debt Service							
Principal	-	1,480,000	1,480,000	1,480,000	-	1,425,000	1,425,000
Interest	-	135,762	135,762	135,763	-	150,818	150,818
Bank Fees	-	1,200	1,200	1,600	-	1,400	1,400
Total expenditures	-	1,616,962	1,616,962	1,617,363	-	1,577,218	1,577,218
Transfers in	-	480,694	480,694	479,895	-	397,950	397,950
Transfers out	(23,200)	-	(23,200)	(25,886)	-	-	-
Net change in fund balances	(19,363)	(35,868)	(55,231)	(27,354)	20,387	(75,352)	(54,965)
Fund balance, beginning of year	201,128	275,743	476,871	476,871	767,630	350,931	1,118,561
Fund balance, end of period	\$ 181,765	\$ 239,875	\$ 421,640	\$ 449,517	\$ 788,017	\$ 275,579	\$ 1,063,596

City of Franklin
Consolidating TID Funds
Balance Sheet
September 30, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Assets							
Cash & Investments	\$ 1,756,449	\$ 942,648	\$ 480,105	\$ 55,720	\$ 303,350	\$ (33,074)	\$ 3,505,198
Accounts Receivables	-	-	-	-	4,500,000	-	4,500,000
Total Assets	\$ 1,756,449	\$ 942,648	\$ 480,105	\$ 55,720	\$ 4,803,350	\$ (33,074)	\$ 8,005,198
Liabilities and Fund Balance							
Accounts Payable	\$ 865,126	\$ 62,365	\$ -	\$ 31,865	\$ -	\$ 8,199	\$ 102,429
Accrued Liabilities	-	-	-	-	-	-	865,126
Advances from Other Funds	-	1,300,000	-	-	1,500,000	100,000	2,900,000
Deferred Inflow	-	-	-	-	4,500,000	-	4,500,000
Total Liabilities	\$ 865,126	\$ 1,362,365	\$ -	\$ 31,865	\$ 6,000,000	\$ 108,199	\$ 8,367,555
Ending Fund Balance	\$ 891,323	\$ (419,717)	\$ 480,105	\$ 23,855	\$ (1,196,650)	\$ (141,273)	\$ (362,357)
Total Liabilities and Fund Balance	\$ 1,756,449	\$ 942,648	\$ 480,105	\$ 55,720	\$ 4,803,350	\$ (33,074)	\$ 8,005,198

GO Debt Outstanding	\$ 1,375,000	\$ 1,300,000	\$ 27,495,000	\$ 9,410,000	\$ 5,090,000	\$ -	\$ 43,370,000
Internal Advances Outstanding	-	-	-	-	\$ 1,500,000	100,000	\$ 2,900,000
MRO Outstanding	-	-	\$ 3,500,000	-	\$ 14,957,000	-	\$ 18,457,000

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Revenue							
General Property Tax Levy	\$ 2,067,579	\$ 1,160,642	\$ 478,853	\$ -	\$ 11,911	\$ -	\$ 3,718,985
Payment in Lieu of Tax	62,938	58,830	90,585	-	-	-	212,353
State Exempt Aid	537,629	86,049	25,643	-	-	-	649,321
Investment Income	2,532	1,336	132	509	271,173	-	275,682
Miscellaneous revenue	-	-	79,585	89	-	-	79,674
Total revenue	\$ 2,670,678	\$ 1,306,857	\$ 674,798	\$ 598	\$ 283,084	\$ -	\$ 4,936,015
Expenditures							
Debt Service Principal	\$ 965,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,000
Debt Service Interest & Fees	55,795	23,750	649,953	253,815	154,121	936	1,138,370
Administrative Expenses	3,690	3,690	9,720	31,095	4,590	34,875	87,660
Professional Services	4,081	198,168	19,056	13,745	2,110	39,014	278,174
Capital outlay	-	809,366	-	306,056	-	47,431	1,162,853
Development Incentive & Obligation Payments	1,050,225	(828,824)	(16,279)	(41,854)	(1,600)	(44,194)	1,050,225
Encumbrances	-	206,150	662,450	562,857	159,221	78,062	3,747,531
Total expenditures	\$ 2,078,791	\$ 1,100,707	\$ 12,348	\$ (562,259)	\$ 123,863	\$ (78,062)	\$ 1,188,484
Excess of revenue over expenditures	\$ 591,887	\$ (1,520,424)	\$ 467,757	\$ 586,114	\$ (1,320,513)	\$ (63,211)	\$ (1,550,841)
Fund balance beginning of year	\$ 299,436	\$ (419,717)	\$ 480,105	\$ 23,855	\$ (1,196,650)	\$ (141,273)	\$ (362,357)
Fund balance end of period	\$ 891,323	\$ (419,717)	\$ 480,105	\$ 23,855	\$ (1,196,650)	\$ (141,273)	\$ (362,357)

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 1,756,449	\$ 1,165,725
Total Assets	<u>\$ 1,756,449</u>	<u>\$ 1,165,725</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Accrued Liabilities	\$ 865,126	\$ 865,126
Total Liabilities	<u>865,126</u>	<u>865,126</u>
Assigned fund balance	891,323	300,599
Total Liabilities and Fund Balance	<u>\$ 1,756,449</u>	<u>\$ 1,165,725</u>

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General property tax levy	\$ 2,107,000	\$ 2,107,000	\$ 2,107,000	\$ 2,067,579	\$ 1,401,748
Payment in Lieu of Taxes	62,000	62,000	46,500	62,938	-
State exempt aid	537,440	537,440	522,080	537,629	510,053
Bond proceeds	-	-	-	2,532	8,368
Total revenue	<u>2,706,440</u>	<u>2,706,440</u>	<u>2,675,580</u>	<u>2,670,678</u>	<u>1,920,169</u>
Expenditures					
Debt service principal	965,000	965,000	965,000	965,000	665,000
Debt service interest & fees	55,795	55,795	55,795	55,795	80,265
Administrative expenses	4,920	4,920	3,690	3,690	5,310
Refunded Property Taxes	-	77,000	-	-	-
Professional services	150	150	113	4,081	900
Development incentive & obligation payments	1,050,225	1,050,225	1,050,225	1,050,225	760,005
Total expenditures	<u>2,076,090</u>	<u>2,153,090</u>	<u>2,074,823</u>	<u>2,078,791</u>	<u>1,511,480</u>
Revenue over (under) expenditures	630,350	553,350	600,757	591,887	408,689
Fund balance, beginning of year	<u>304,981</u>	<u>304,981</u>	<u>299,436</u>	<u>299,436</u>	<u>(108,090)</u>
Fund balance, end of period	<u>\$ 935,331</u>	<u>\$ 858,331</u>	<u>\$ 900,193</u>	<u>\$ 891,323</u>	<u>\$ 300,599</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 942,648	\$ 1,553,613
Total Assets	<u>\$ 942,648</u>	<u>\$ 1,553,613</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 62,365	\$ 366,407
Advances from Other Funds	1,300,000	2,500,000
Total Liabilities	<u>1,362,365</u>	<u>2,866,407</u>
Assigned fund balance	(419,717)	(1,312,794)
Total Liabilities and Fund Balance	<u>\$ 942,648</u>	<u>\$ 1,553,613</u>

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,183,000	\$ 1,183,000	\$ 1,183,000	\$ 1,160,642	\$ 1,138,802
Payment in Lieu of Tax	50,000	50,000	50,000	58,830	73,889
State Exempt Aid	86,060	86,060	68,695	86,049	53,730
Investment Income	-	-	-	1,336	72,465
Total Revenue	<u>1,319,060</u>	<u>1,319,060</u>	<u>1,301,695</u>	<u>1,306,857</u>	<u>1,338,886</u>
Expenditures					
Debt service interest & fees	36,875	36,875	27,656	23,750	-
Administrative expenses	4,920	4,920	3,690	3,690	22,590
Professional services	-	194,276	145,707	198,168	722,207
Capital outlays	-	281,557	211,168	809,366	7,252,222
Encumbrances	-	-	-	(828,824)	(1,277,399)
Total expenditures	<u>41,795</u>	<u>517,628</u>	<u>388,221</u>	<u>206,150</u>	<u>6,719,620</u>
Revenue over (under) expenditures	1,277,265	801,432	913,474	1,100,707	(5,380,734)
Fund balance, beginning of year	<u>(3,178,830)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	<u>4,067,940</u>
Fund balance, end of period	<u>\$ (1,901,565)</u>	<u>\$ (718,992)</u>	<u>\$ (606,950)</u>	<u>\$ (419,717)</u>	<u>\$ (1,312,794)</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 480,105	\$ 453,676
Total Assets	<u>\$ 480,105</u>	<u>\$ 453,676</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ 2,125
Total Liabilities	-	2,125
Assigned fund balance	480,105	451,551
Total Liabilities and Fund Balance	<u>\$ 480,105</u>	<u>\$ 453,676</u>

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 501,000	\$ 501,000	\$ 501,000	\$ 478,853	\$ 721,360
Payment in Lieu of Tax	91,600	91,600	68,700	90,585	91,560
State Exempt Aid	25,640	25,640	19,230	25,643	12,883
Investment Income	-	-	-	132	29,036
Miscellaneous revenue	220,000	220,000	165,000	79,585	-
Total Revenue	<u>838,240</u>	<u>838,240</u>	<u>753,930</u>	<u>674,798</u>	<u>854,839</u>
Expenditures					
Debt service principal	-	-	-	-	4,000,000
Debt service interest & fees	822,646	822,646	822,577	649,953	842,374
Administrative expenses	12,920	12,920	9,245	9,720	5,310
Professional services	150	16,429	10,688	19,056	35,545
Encumbrances	-	-	-	(16,279)	(25,229)
Total expenditures	<u>835,716</u>	<u>851,995</u>	<u>842,510</u>	<u>662,450</u>	<u>4,858,000</u>
Revenue over (under) expenditures	2,524	(13,755)	(88,580)	12,348	(4,003,161)
Fund balance, beginning of year	<u>541,758</u>	<u>467,757</u>	<u>467,757</u>	<u>467,757</u>	<u>4,454,712</u>
Fund balance, end of period	<u>\$ 544,282</u>	<u>\$ 454,002</u>	<u>\$ 379,177</u>	<u>\$ 480,105</u>	<u>\$ 451,551</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 55,720	\$ 5,197,619
Total Assets	<u>\$ 55,720</u>	<u>\$ 5,197,619</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 31,865	\$ 3,781
Total Liabilities	<u>31,865</u>	<u>3,781</u>
Assigned fund balance	<u>23,855</u>	<u>5,193,838</u>
Total Liabilities and Fund Balance	<u>\$ 55,720</u>	<u>\$ 5,197,619</u>

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	2021 Annual Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue				
Investment Income	\$ -	\$ -	\$ 509	\$ 27,285
Bond Proceeds	3,000,000	3,000,000	-	-
Miscellaneous revenue	-	-	89	-
Total Revenue	<u>3,000,000</u>	<u>3,000,000</u>	<u>598</u>	<u>27,285</u>
Expenditures				
Debt service interest & fees	392,850	362,063	253,815	220,100
Administrative expenses	41,480	31,110	31,095	22,590
Professional services	150	150	13,745	34,208
Capital outlays	3,000,000	2,250,000	306,056	-
Encumbrances	-	-	(41,854)	(1,600)
Total expenditures	<u>3,434,480</u>	<u>2,643,323</u>	<u>562,857</u>	<u>275,298</u>
Revenue over (under) expenditures	<u>(434,480)</u>	<u>356,677</u>	<u>(562,259)</u>	<u>(248,013)</u>
Fund balance, beginning of year	<u>212,851</u>	<u>586,114</u>	<u>586,114</u>	<u>5,441,851</u>
Fund balance, end of period	<u>\$ (221,629)</u>	<u>\$ 942,791</u>	<u>\$ 23,855</u>	<u>\$ 5,193,838</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 303,350	\$ 425,692
Accounts receivable	4,500,000	4,500,000
Total Assets	<u>\$ 4,803,350</u>	<u>\$ 4,925,692</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Advances from Other Funds	\$ 1,500,000	\$ 1,745,000
Deferred Inflow	4,500,000	4,500,000
Total Liabilities	<u>6,000,000</u>	<u>6,245,000</u>
Assigned fund balance	(1,196,650)	(1,319,308)
Total Liabilities and Fund Balance	<u>\$ 4,803,350</u>	<u>\$ 4,925,692</u>

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 12,500	\$ 12,500	\$ 12,500	\$ 11,911	\$ -
Investment Income	270,000	270,000	202,500	271,173	128,642
Total Revenue	<u>282,500</u>	<u>282,500</u>	<u>215,000</u>	<u>283,084</u>	<u>128,642</u>
Expenditures					
Debt service interest & fees	153,271	153,271	114,953	154,121	115,255
Administrative expenses	6,120	6,120	4,590	4,590	5,310
Professional services	150	9,250	6,938	2,110	(2,170)
Capital outlays	-	-	-	-	166,663
Development incentive & obligation payments	-	-	-	-	4,500,000
Encumbrances	-	-	-	(1,600)	5,900
Total expenditures	<u>159,541</u>	<u>168,641</u>	<u>126,481</u>	<u>159,221</u>	<u>4,790,958</u>
Revenue over (under) expenditures	122,959	113,859	88,519	123,863	(4,662,316)
Fund balance, beginning of year	<u>3,378,636</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>3,343,008</u>
Fund balance, end of period	<u>\$ 3,501,595</u>	<u>\$ (1,206,654)</u>	<u>\$ (1,231,994)</u>	<u>\$ (1,196,650)</u>	<u>\$ (1,319,308)</u>

City of Franklin
Tax Increment Financing District #8 - Corporate Park
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ (33,074)	\$ (18,159)
Total Assets	<u><u>\$ (33,074)</u></u>	<u><u>\$ (18,159)</u></u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 8,199	\$ 1,743
Advances from Other Funds	\$ 100,000	\$ -
Total Liabilities	<u>108,199</u>	<u>1,743</u>
Assigned fund balance	(141,273)	(19,902)
Total Liabilities and Fund Balance	<u><u>\$ (33,074)</u></u>	<u><u>\$ (18,159)</u></u>

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
Bond Proceeds	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -
Total Revenue	<u>6,000,000</u>	<u>6,000,000</u>	<u>6,000,000</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest & fees	100,000	100,000	75,000	936	-
Administrative expenses	46,480	46,480	34,860	34,875	-
Professional services	623,150	652,402	489,302	39,014	19,902
Capital outlays	5,150,500	5,150,500	3,862,875	47,431	-
Development incentive & obligation payments	2,500,000	2,500,000	1,875,000	-	-
Encumbrances	-	-	-	(44,194)	-
Total expenditures	<u>8,420,130</u>	<u>8,449,382</u>	<u>6,337,037</u>	<u>78,062</u>	<u>19,902</u>
Revenue over (under) expenditures	(2,420,130)	(2,449,382)	(337,037)	(78,062)	(19,902)
Fund balance, beginning of year	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>-</u>
Fund balance, end of period	<u><u>\$ (2,483,341)</u></u>	<u><u>\$ (2,512,593)</u></u>	<u><u>\$ (400,248)</u></u>	<u><u>\$ (141,273)</u></u>	<u><u>\$ (19,902)</u></u>

**City of Franklin
American Rescue Plan
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,874,207	\$ -
Accounts receivable	-	-
Total Assets	<u>\$ 1,874,207</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	1,874,207	-
Total Liabilities and Fund Balance	<u>\$ 1,874,207</u>	<u>\$ -</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Intergovernmental	\$ -	\$ -	\$ -	\$ 1,874,207	\$ -
Total revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,874,207</u>	<u>-</u>
Expenditures:					
Personal Services	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	-	-	<u>-</u>	1,874,207	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ -</u>		<u>\$ 1,874,207</u>	<u>\$ -</u>

**City of Franklin
Library Fund
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	Operating	
	2021	2020
Cash and investments	\$ 840,472	\$ 927,503
Total Assets	\$ 840,472	\$ 927,503
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 20,278	\$ 17,071
Accrued salaries & wages	1,874	29,330
Assigned fund balance	818,320	881,102
Total Liabilities and Fund Balance	\$ 840,472	\$ 927,503

**Statement of Revenue, Expenses and Fund Balance - Operating Fund
For the Nine months ended September 30, 2021 and 2020**

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
Property taxes	\$ 1,337,200	\$ 1,337,200	\$ 1,337,200	\$ 1,337,200	\$ 1,340,500
Reciprocal borrowing (restricted)	48,500	48,500	9,832	3,826	-
Landfill Siting	20,000	20,000	15,000	-	19,171
Investment income	-	-	-	1,304	13,013
Total Revenue	1,405,700	1,405,700	1,362,032	1,342,330	1,372,684
Expenditures:					
Salaries and benefits	1,004,686	1,004,686	734,313	720,878	725,709
Contractual services	8,200	8,200	7,578	8,058	7,908
Supplies	30,550	30,550	21,713	21,600	15,461
Services and charges	95,798	95,798	79,489	77,183	73,204
Facility charges	195,180	195,180	139,453	155,885	152,848
Capital outlay	139,000	140,515	109,669	89,034	79,879
Total Library Costs	1,473,414	1,474,929	1,092,215	1,072,638	1,055,009
Total expenditures	1,473,414	1,474,929	1,092,215	1,072,638	1,055,009
Revenue over (under) expenditures	(67,714)	(69,229)	269,817	269,692	317,675
Fund balance, beginning of year	547,146	548,628		548,628	563,427
Fund balance, end of period	\$ 479,432	\$ 479,399		\$ 818,320	\$ 881,102

**City of Franklin
Tourism Commission
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 203,663	\$ 468,332
Accounts receivable	-	-
Total Assets	\$ 203,663	\$ 468,332
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 9,507	\$ 19,579
Assigned fund balance	194,156	448,753
Total Liabilities and Fund Balance	\$ 203,663	\$ 468,332

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Room Taxes	\$ 83,000	\$ 83,000	\$ 23,126	\$ 1,308	\$ (961)
Investment Income	-	-	-	544	2,370
Donations	-	-	-	-	500
Total revenue	83,000	83,000	23,126	1,852	1,909
Expenditures:					
Personal Services	40,000	40,000	29,230	-	-
Legal Services	41,500	41,500	31,125	19,553	-
Sundry Contractors	190,000	190,000	190,000	150,374	-
Supplies & Printing	1,000	1,000	758	284	186
Training & Memberships	7,500	7,500	6,660	1,000	669
Memberships	-	-	-	-	-
Tourism Events	-	-	-	-	-
Marketing	-	-	-	-	2,447
Advertising	40,000	65,424	49,068	25,425	1,676
Capital Outlay	-	-	-	-	107,875
Encumbrances	-	-	-	-	(89,746)
Total expenditures	320,000	345,424	306,841	196,636	23,107
Revenue over (under) expenditures	(237,000)	(262,424)	(283,715)	(194,784)	(21,198)
Fund balance, beginning of year	566,951	388,940		388,940	469,951
Fund balance, end of period	\$ 329,951	\$ 126,516		\$ 194,156	\$ 448,753

City of Franklin
Solid Waste Collection Fund
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,061,850	\$ 1,063,735
Tax Receivables	46	46
Accrued Receivables	1,319	1,070
Total Assets	<u>\$ 1,063,215</u>	<u>\$ 1,064,851</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 165,634	\$ 160,447
Accrued salaries & wages	226	460
Restricted fund balance	897,355	903,944
Total Liabilities and Fund Balance	<u>\$ 1,063,215</u>	<u>\$ 1,064,851</u>

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

<u>Revenue</u>	<u>2021</u> <u>Original</u> <u>Budget</u>	<u>2021</u> <u>YTD</u> <u>Budget</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
Grants	\$ 69,000	69,000	\$ 69,357	\$ 68,834
User Fees	1,539,449	1,538,483	1,545,937	1,536,637
Landfill Operations-tippage	370,000	253,490	309,690	250,709
Investment Income	20,000	16,745	1,799	15,909
Sale of Recyclables	-	-	2,789	2,002
Total Revenue	<u>1,998,449</u>	<u>1,877,718</u>	<u>1,929,572</u>	<u>1,874,091</u>
Expenditures:				
Personal Services	16,384	11,972	4,944	9,299
Refuse Collection	766,300	584,548	547,631	536,835
Recycling Collection	718,000	547,782	546,924	535,687
Leaf & Brush Pickups	60,000	22,000	15,345	20,000
Tippage Fees	483,300	330,631	327,545	322,771
Miscellaneous	5,000	4,008	2,235	680
Total expenditures	<u>2,048,984</u>	<u>1,500,941</u>	<u>1,444,624</u>	<u>1,425,272</u>
Revenue over (under) expenditures	(50,535)	<u>376,777</u>	484,948	448,819
Fund balance, beginning of year	<u>466,131</u>		<u>412,407</u>	<u>455,125</u>
Fund balance, end of period	<u>\$ 415,596</u>		<u>\$ 897,355</u>	<u>\$ 903,944</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 850,230	\$ 800,723
Accounts Receivables	-	2,754
Total Assets	<u>\$ 850,230</u>	<u>\$ 803,477</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 14,040	\$ 31,446
Assigned fund balance	836,190	772,031
Total Liabilities and Fund Balance	<u>\$ 850,230</u>	<u>\$ 803,477</u>

**Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Property Taxes	\$ 296,000	\$ 296,000	\$ 296,000	\$ 296,000	\$ 295,700
Grants	15,000	15,000	11,250	13,564	18,573
Landfill Siting	904,100	904,100	811,385	666,058	437,752
Investment Income	7,800	7,800	5,850	1,013	10,280
Miscellaneous Revenue	41,250	41,250	30,144	36,709	57,660
Transfers from Other Funds	-	18,000	-	-	-
Notes Proceeds	542,000	542,000	-	-	-
Total Revenue	<u>1,806,150</u>	<u>1,824,150</u>	<u>1,154,629</u>	<u>1,013,344</u>	<u>819,965</u>
Expenditures:					
General Government	55,200	100,194	44,033	32,635	124,343
Public Safety	619,535	703,105	523,722	512,652 E	481,615
Public Works	551,000	648,849	470,668	596,475 E	99,669
Health and Human Services	-	-	-	-	900
Culture and Recreation	364,000	429,000	344,663	250,850 E	9,717
Conservation and Development	180,000	180,000	135,000	187,190 E	1,467
Contingency	40,650	40,650	30,401	-	-
Encumbrances	-	-	-	(710,405)	(178,066)
Total expenditures	<u>1,810,385</u>	<u>2,101,798</u>	<u>1,548,487</u>	<u>869,397</u>	<u>539,645</u>
Revenue over (under) expenditures	(4,235)	(277,648)	<u>(393,858)</u>	143,947	280,320
Fund balance, beginning of year	<u>311,711</u>	<u>692,243</u>		<u>692,243</u>	<u>491,711</u>
Fund balance, end of period	<u>\$ 307,476</u>	<u>\$ 414,595</u>		<u>\$ 836,190</u>	<u>\$ 772,031</u>

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

E- Encumbrances

**City of Franklin
Equipment Replacement Fund
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,983,022	\$ 2,460,311
Total Assets	<u>\$ 1,983,022</u>	<u>\$ 2,460,311</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 52,512
Assigned fund balance	1,983,022	2,407,799
Total Liabilities and Fund Balance	<u>\$ 1,983,022</u>	<u>\$ 2,460,311</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Landfill	\$ 604,400	\$ 604,400	\$ 522,089	\$ 531,790	\$ 393,840
Investment Income	37,400	37,400	28,050	307	58,914
Grants	-	-	-	-	178,624
Property Sales	30,000	30,000	13,052	-	-
Total revenue	<u>671,800</u>	<u>671,800</u>	<u>563,191</u>	<u>532,097</u>	<u>631,378</u>
Expenditures:					
Public Safety	361,500	391,668	302,124	355,304 E	248,353
Public Works	807,000	1,047,130	798,753	844,312 E	798,503
Encumbrances	-	-	-	(260,705)	(295,215)
Total expenditures	<u>1,168,500</u>	<u>1,438,798</u>	<u>1,100,877</u>	<u>938,911</u>	<u>751,641</u>
Revenue over (under) expenditures	(496,700)	(766,998)	<u>(537,686)</u>	(406,814)	(120,263)
Fund balance, beginning of year	2,130,162	2,389,836		2,389,836	2,528,062
Fund balance, end of period	<u>\$ 1,633,462</u>	<u>\$ 1,622,838</u>		<u>\$ 1,983,022</u>	<u>\$ 2,407,799</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,540,024	\$ 718,359
Total Assets	<u>\$ 1,540,024</u>	<u>\$ 718,359</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 840	\$ 190,305
Assigned fund balance	1,539,184	528,054
Total Liabilities and Fund Balance	<u>\$ 1,540,024</u>	<u>\$ 718,359</u>

**Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:				
Landfill Siting	\$175,000	\$175,000	\$175,690	\$305,466
Investment Income	7,500	7,500	800	7,590
Intergovernmental Resources	1,074,500	1,074,500	803,641	600,000
Total revenue	<u>1,257,000</u>	<u>1,257,000</u>	<u>980,131</u>	<u>913,056</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,000,000	1,000,000	932,540 E	1,211,360
Encumbrances	-	-	(888,603)	(320,151)
Total expenditures	<u>1,000,000</u>	<u>1,000,000</u>	<u>43,937</u>	<u>891,209</u>
Revenue over (under) expenditures	257,000	257,000	936,194	21,847
Fund balance, beginning of year	506,207	602,990	602,990	506,207
Fund balance, end of period	<u>\$ 763,207</u>	<u>\$ 859,990</u>	<u>\$ 1,539,184</u>	<u>\$ 528,054</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,674,209	\$ 1,656,819
Accounts receivables	848	516,949
Total Assets	<u>\$ 1,675,057</u>	<u>\$ 2,173,768</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 60,791	\$ 13,466
Contracts Payable	33,753	100,037
Miscellaneous Payables	-	172,000
Deferred Inflow	-	508,000
Assigned fund balance	1,580,513	1,380,265
Total Liabilities and Fund Balance	<u>\$ 1,675,057</u>	<u>\$ 2,173,768</u>

**Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:					
Block Grants	\$ -	\$ -	\$ -	\$ 420,291	\$ 608,365
Other Grants-NEXT Gen 911 Grant	-	65,000	-	14,326	-
DPW Charges	-	-	-	-	2,041
Landfill Siting	51,500	51,500	19,105	25,780	154,303
Transfers from Other Funds	5,000,000	5,000,000	5,000,000	-	-
Transfers from General Funds	-	350,000	-	-	-
Transfers from Impact Fees	2,209,750	2,294,545	726,583	42,608	85,969
Transfers from Connection Fees	1,140,000	1,140,000	855,000	-	-
Bond Proceeds	1,458,000	1,458,000	1,093,500	-	-
Donations	86,000	86,000	86,000	-	-
Investment Income	5,000	5,000	3,750	2,666	14,723
Total revenue	<u>9,950,250</u>	<u>10,450,045</u>	<u>7,783,938</u>	<u>505,671</u>	<u>865,401</u>
Expenditures:					
General Government	350,000	712,408	112,408	(56,873) E	111,045
Public Safety	499,500	694,572	371,896	265,864 E	1,389,124
Public Works	252,000	1,203,774	141,744	1,109,894 E	425,508
Culture and Recreation	410,000	692,301	322,302	289,825 E	404,892
Sewer & Water	8,140,000	8,140,000	5,730,000	-	200,798
Contingency	150,000	84,065	146,005	- E	16,508
Bond/Note Issuance Cost	100,000	100,000	-	-	-
Encumbrances	-	-	-	(660,759)	(1,050,263)
Total expenditures	<u>9,901,500</u>	<u>11,627,120</u>	<u>6,824,355</u>	<u>947,951</u>	<u>1,497,612</u>
Revenue over (under) expenditures	48,750	(1,177,075)	<u>959,583</u>	(442,280)	(632,211)
Fund balance, beginning of year	<u>396,395</u>	<u>2,022,793</u>	<u>2,022,793</u>	<u>2,022,793</u>	<u>2,012,476</u>
Fund balance, end of period	<u>\$ 445,145</u>	<u>\$ 845,718</u>	<u>\$ 1,580,513</u>	<u>\$ 1,580,513</u>	<u>\$ 1,380,265</u>

City of Franklin
 Capital Improvement Fund
 Budget 2021

Project/Name	Activity	Amended				Actual Thru Sept 30, 2021			
		Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
Landfill Siting Revenue					\$ 51,500				\$ 25,780
Grants									420,291
Investment Income		5,000			5,000				2,666
Total Revenue		5,000			56,500	-			448,737
GENERAL GOVERNMENT									
City Hall Roof, HVAC		10,013			10,013	(59,268)			(59,268)
Historical Society Barn		2,395			2,395	2,395			2,395
PARK DEVELOPMENT									
Pleasant View Park improvements	Park	300,000	Park Impact Fees	141,000	159,000	88,615	Park Impact Fees	22,802	65,813
Pleasant View Park pavilion	Park	19,287		205	19,082	20,840	Park Impact Fees	9,400	11,440
116th Street Trail - design	Park	100,762		60,000	40,762	85,454	Park Impact Fees	10,406	75,048
Park Signage	Park	20,000			20,000				-
Church Street pathway	Park	75,000	Park Impact Fees	53,250	21,750		Park Impact Fees		
Ernie Lake aeration system	Park	15,000			15,000	13,470			13,470
Pleasant View Park - Improvement Planning	Park	88,616	Park Impact Fees	40,090	48,526				
Ryan Creek Trail Master Plan	Park	57,000			57,000	57,000			57,000
Metro Park planning	Park				-	17,400			17,400
Ryan Creek - Ryan Meadows Segment	Park	87,400			87,400	77,810			77,810
Land Purchase - ROW - Water Tower Park	Park	3,636			3,636	3,636			3,636
Public Safety									
Replace roof @ Police Dept	Pub Safety	127,500			127,500				
Video Surveillance Cameras replacement @ Police Bldg	Pub Safety	247,000			247,000				
911 Phone system replacement	Pub Safety	125,000		65,000	60,000	109,458		14,327	95,131
Indoor Shooting Range	Pub Safety	39,054			39,054	-			
Other Police						56,149			56,149
In Squad Video Storage		58,000			58,000				
Fire Station Specific Alerting	Pub Safety	37,313			37,313	38,089			38,089
Inspection Software	Pub Safety	60,705			60,705	62,168			62,168
Public Works									
Marquette Ave construction - 49th to 51st	Pub Wrks	981,455	Grant	86,000	895,455	913,057	Grant		913,057
S 51st/Drexel Roundabout	Pub Wrks	9,003			9,003	6,940			6,940
S 68th St/Loomis to Puetz - sight line	Pub Wrks	27,741			27,741	27,741			27,741
Water Main on W Minnesota Ave	Pub Wrks	140,000	Utility Development	140,000	-		Utility Development		-
Water Tower in Southwest Zone	Pub Wrks	4,000,000	Water Impact Fees	2,000,000	2,000,000		Water Impact Fees		-
Highway Building addition - design work	Pub Wrks	30,000	Water Fund	2,000,000	(2,000,000)	23,375	Water Fund		23,375
Replace Industrial Park temporary Lift Station	Pub Wrks	3,000,000	Transfer in from Sewer Fund	3,000,000	-		Transfer in from Sewer Fund		-
Curb replacements	Pub Wrks	35,000			35,000	-			-
Traffic Signals - Emergency Veh Preemption	Pub Wrks	32,375			32,375	32,375			32,375
Rawson Homes - Storm sewer	Pub Wrks					18,207			18,207
Land purchase ROW - 51st & Drexel	Pub Wrks	13,800			13,800	13,800			13,800
Muni Buildings Improvements		700,000		350,000	350,000				-
Total Approved Projects		10,443,055		7,935,545	2,507,510	1,608,711		56,935	1,551,776
PROJECTS PENDING APPROVAL									
Water Projects	Utility	500,000	Water	500,000	-		Water		
Sewer Projects	Utility	500,000	Sewer Connection Fees	500,000	-		Sewer Connection Fees		
Contingency		84,065			84,065	-			
Encumbrances									(660,759)
Total Projects		11,527,120		8,935,545	2,591,575	1,608,711		56,935	891,017
Net Revenue (Expenditures)					(2,535,075)				(442,280)
Loan Proceeds					1,458,000				
Transaction fees					(100,000)				
Net Rev (Expenditures)					(1,177,075)				(442,280)
Beginning Fund balance					2,022,793				2,022,793
Ending Fund Balance					\$ 845,718				\$ 1,580,513

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

**City of Franklin
Development Fund
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 6,449,040	\$ 4,852,417
Impact fees receivable	-	232,640
Due From TID's	2,800,000	4,245,000
Total Assets	<u>\$ 9,249,040</u>	<u>\$ 9,330,057</u>
 <u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 337,643	\$ 475,463
Accounts Payables	-	484
Unearned Revenue - Other	-	232,640
Assigned fund balance	8,911,397	8,621,470
Total Liabilities and Fund Balance	<u>9,249,040</u>	<u>9,330,057</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Impact Fee Parks	\$ 146,117	\$ 146,117	\$ 97,391	\$ 87,606	\$ 196,377
Southwest Sewer Service Area	112,000	112,000	87,925	83,865	93,643
Administration	7,535	7,535	4,960	2,909	4,070
Water	498,000	498,000	303,603	179,102	257,845
Transportation	158,825	158,825	105,920	38,320	27,433
Fire Protection	108,875	108,875	71,553	26,259	35,596
Law Enforcement	124,750	124,750	82,769	30,057	55,063
Library	24,750	24,750	16,749	15,370	49,668
Total Impact Fees	<u>1,180,852</u>	<u>1,180,852</u>	<u>770,870</u>	<u>463,488</u>	<u>719,695</u>
Investment Income	106,250	106,250	79,687	5,479	110,575
Interfund Interest Income	79,250	79,250	59,437	50,817	24,007
Total revenue	<u>1,366,352</u>	<u>1,366,352</u>	<u>909,994</u>	<u>519,784</u>	<u>854,277</u>
Expenditures:					
Other Professional Services	15,000	18,321	12,341	3,320 E	30,909
Transfer to Debt Service					
Law Enforcement	205,182	205,182	205,182	205,517	205,083
Fire	42,941	42,941	42,941	43,549	42,937
Transportation	71,886	71,886	71,886	74,390	73,519
Library	134,000	134,000	134,000	134,039	93,982
Total Transfers to Debt Service	<u>454,009</u>	<u>454,009</u>	<u>454,009</u>	<u>457,495</u>	<u>415,521</u>
Transfer to Capital Improvement Fund					
Park	1,259,250	1,344,045	402,960	135,608 E	161,398
Water	2,000,000	2,000,000	1,500,000	-	-
Total Transfers to Capital Improve	<u>3,259,250</u>	<u>3,344,045</u>	<u>1,902,960</u>	<u>135,608</u>	<u>161,398</u>
Capital Improvements					
Park	-	-	-	-	25,285
Sewer Fees	75,000	75,000	56,250	-	-
Water Fees	250,000	250,000	125,000	-	554,760
Encumbrances	-	-	-	(96,321)	(121,606)
Total expenditures	<u>4,053,259</u>	<u>4,141,375</u>	<u>2,550,560</u>	<u>500,102</u>	<u>1,066,267</u>
Revenue over (under) expenditures	(2,686,907)	(2,775,023)	<u>(1,640,566)</u>	19,682	(211,990)
Fund balance, beginning of year	8,528,646	8,891,715		8,891,715	8,833,460
Fund balance, end of period	<u>\$ 5,841,739</u>	<u>\$ 6,116,692</u>		<u>\$ 8,911,397</u>	<u>\$ 8,621,470</u>

City of Franklin

Development Fund

Summary of Impact Fee Activity

For the nine months ended September 30, 2021

Cash Acct Revenue Acct Expenditure Acct	Preliminary		4295		4296		4297		4299		27 1100 1111 -27 2000 2117 Net Cash Balance	
	4292	4293	Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library	4299			
Beginning Bal, 01/01/21			88,633.40	2,790,633.03	117,306.83	254,024.75	208,676.00	244,140.43				8,891,715
1st Quarter												
Impact Fees	30,362.00	880.00	880.00	50,604.00	10,497.00	7,183.00	8,223.00	5,325.00				148,375
Expenditures							(180,900.00)					(180,900)
subtotal	5,013,947.91	89,513.40	89,513.40	2,841,237.03	127,803.83	261,207.75	35,999.00	249,465.43				8,859,190
Transfers												0
Investment Income	17,438.01	310.73	310.73	9,823.28	427.53	898.68	426.77	860.96				30,962
Ending balance 3/31/2021	5,031,385.92	89,824.13	89,824.13	2,851,060.31	128,231.36	262,106.43	36,425.77	250,326.39				8,890,152
2nd Quarter												
Impact Fees	28,609.00	1,149.00	1,149.00	81,650.01	16,304.00	11,185.00	12,808.00	5,020.00				210,689
Expenditures	(42,608.00)											(42,608)
subtotal	5,017,386.92	90,973.13	90,973.13	2,932,710.32	144,535.36	273,291.43	49,233.77	255,346.39				9,058,233
Transfers												0
Investment Income	686.29	12.44	12.44	401.14	19.77	37.38	6.73	34.93				1,239
Ending balance 6/30/2021	5,018,073.21	90,985.57	90,985.57	2,933,111.46	144,555.13	273,328.81	49,240.50	255,381.32				9,059,472
3rd Quarter												
Impact Fees	28,635	880	880	46,848	11,519	7,891	9,026	5,025				104,424
Expenditures	0				(74,390)	(43,549)	(24,617)	(134,039)				(276,594)
subtotal	5,046,708	91,866	91,866	2,979,959	81,685	237,671	33,650	126,368				8,887,302
Transfers												0
Investment Income	13,682	249	249	8,079	221	644	91	343				24,095
Ending balance 9/30/2021	5,060,391	92,115	92,115	2,988,039	81,906	238,315	33,741	126,710				8,911,397
2021 Impact Fees	87,606	2,909	2,909	179,102	38,320	26,259	30,057	15,370				463,488
2020 Impact Fees	259,254	6,713	6,713	570,239	69,495	61,149	89,461	60,698				1,230,313
2019 Impact Fees	948,902	21,684	21,684	1,158,186	113,102	174,135	322,218	262,058				3,048,725
2018 Impact Fees	869,037	20,625	20,625	938,441	55,533	136,410	250,076	243,988				2,518,799
2017 Impact Fees	66,591	2,695	2,695	122,539	19,218	17,970	33,017	19,383				281,413
2016 Impact Fees	209,983	4,950	4,950	210,581	8,570	30,198	56,096	57,725				578,103
2015 Impact Fees	137,670	3,630	3,630	133,352	20,533	27,116	50,222	38,526				413,977
2014 Impact Fees	184,592	5,830	5,830	235,415	51,436	48,134	88,431	51,821				683,227
2013 Impact Fees	317,206	6,160	6,160	427,429	31,829	45,110	82,280	66,179				987,905

* Funded by an Administrative Fee not an impact fee

1 Debt service payments

2 Oversizing payments made

Scheduled
Unpaid Balance @
Deferred principal & interest

Oversizing payments due in future periods

337,643

L \41803 VOL1 Finance\Qtrrpt\2021\Quarterly\Impact Fees\IMPACT FEES 2021

**City of Franklin
Utility Development Fund
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	2021	2020
Cash and investments - Water	\$ 1,053,785	\$ 1,011,136
Cash and investments - Sewer	1,402,855	1,293,806
Special Assessment - Water Current	146,020	60,216
Special Assessment - Water Deferred	20,072	136,365
Special Assessment - Sewer Current	105,205	143,426
Reserve for Uncollectible	-	(16,777)
Total Assets	\$ 2,727,937	\$ 2,628,172
<u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 271,297	\$ 323,231
Total Fund Balance	2,456,640	2,304,941
Total Liabilities and Fund Balance	\$ 2,727,937	\$ 2,628,172

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	2021 Original Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue:				
Special Assessments-				
Water	\$ 45,000	\$ 22,515	\$ 13,994	\$ 48,906
Sewer	40,000	13,280	-	19,488
Connection Fees-				
Sewer	40,000	26,877	50,203	29,002
Total Assessments & Connection Fees	125,000	62,672	64,197	97,396
Special Assessment Interest	-	-	152	634
Investment Income	17,500	13,125	4,114	12,114
Total revenue	142,500	75,797	68,463	110,144
Transfer to Capital Improvement Fund				
Water	500,000	375,000	-	-
Sewer	500,000	375,000	-	-
Total Transfers to Capital Improven	1,000,000	750,000	-	-
Revenue over (under) expenditures	(857,500)	(674,203)	68,463	110,144
Fund balance, beginning of year	2,373,797	2,388,177	2,388,177	2,194,797
Fund balance, end of period	\$ 1,516,297	\$ 1,713,974	\$ 2,456,640	\$ 2,304,941

City of Franklin
Sanitary Sewer Fund
Statement of Revenue, Expenditures,
and Changes in Net Assets
For the Nine months ended September 30, 2021 and 2020

	2021 Amended Budget	2021 Year-to-Date Budget	Current Year-to-Date Totals	Prior Year-to-Date Totals
Operating Revenue				
Residential	\$ 2,271,000	\$ 1,702,127	\$ 1,792,745	\$ 1,620,178
Commercial	630,200	485,698	514,939	473,137
Industrial	433,700	333,985	351,856	342,166
Public Authority	170,000	130,372	112,085	128,797
Penalties/Other	37,000	17,295	13,088	5,745
Multi Family	524,000	393,000	452,808	411,234
Total Operating Revenue	<u>4,065,900</u>	<u>3,062,477</u>	<u>3,237,521</u>	<u>2,981,257</u>
Operating Expenditures				
Salaries and benefits	\$ 582,437	\$ 447,874	\$ 457,359	\$ 429,080
Contractual services	152,775	124,246	105,575	144,829
Supplies	102,975	77,232	55,334	35,264
Facility charges	61,400	44,661	30,715	34,351
Shared meter costs	7,000	5,250	-	-
Sewer service - MMSD	2,515,000	1,886,250	1,979,983	1,944,856
Other operating costs	24,550	18,847	17,194	13,301
Allocated expenses	130,680	98,010	104,760	100,395
Sewer improvements	195,068	146,301	270,277	152,097
Depreciation	230,500	172,875	172,890	113,400
Encumbrances	-	-	(131,564)	(11,114)
Total operating expenditures	<u>4,002,385</u>	<u>3,021,546</u>	<u>3,062,523</u>	<u>2,956,459</u>
Operating Income (Loss)	63,515	40,931	174,998	24,798
Non-Operating Revenue (Expenditures)				
Miscellaneous income	-	-	1,485	1,570
Property sale	-	-	4,993	-
Taxes	(3,100)	(1,550)	-	-
Investment income	399,730	299,798	202,729	224,854
Interest expense	(384,730)	(192,365)	(200,408)	(216,106)
Retirement - GASB 68	-	-	-	-
Capital expenditures	(152,184)	(114,138)	(57,501)	(219,257)
Encumbrances	-	-	55,714	218,065
Total non-operating revenue (expenditures)	<u>(140,284)</u>	<u>(8,255)</u>	<u>7,012</u>	<u>9,126</u>
Income (Loss) before Capital Contributions	<u>(76,769)</u>	<u>32,676</u>	<u>182,010</u>	<u>33,924</u>
Retained Earnings- Beginning	1,766,134	1,766,134	1,766,134	1,725,771
Transfer (to) from Invested in Capital Assets	(1,995,217)	(1,496,413)	72,197	15,020
Retained Earnings- Ending	<u>(305,852)</u>	<u>302,397</u>	<u>2,020,341</u>	<u>1,774,715</u>
Capital Contributions	-	-	-	-
Depreciation - CIAC	(2,020,000)	(1,515,000)	(1,514,970)	(1,529,280)
Transfer (to) from Retained Earnings	1,995,217	1,496,413	(72,197)	(15,020)
Change in Net Investment in Capital Assets	<u>(24,783)</u>	<u>(18,587)</u>	<u>(1,587,167)</u>	<u>(1,544,300)</u>
Net Investment in Capital Assets-Beginning	63,253,260	67,404,097	67,404,097	62,463,346
Net Investment in Capital Assets-Ending	<u>63,228,477</u>	<u>67,385,510</u>	<u>65,816,930</u>	<u>60,919,046</u>
Total net assets	<u>\$ 62,922,625</u>	<u>\$ 67,687,907</u>	<u>\$ 67,837,271</u>	<u>\$ 62,693,761</u>

**City of Franklin
Sanitary Sewer Fund
Comparative Balance Sheet
September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
<u>Assets</u>		
Current assets		
Cash and investments	\$ 1,587,045	\$ 1,625,633
Accounts receivable	1,292,319	1,163,144
Miscellaneous receivable	73,834	12,139
Total current assets	<u>2,953,198</u>	<u>2,800,916</u>
Non current assets		
Due from MMSD	14,973,399	16,280,068
Sanitary Sewer plant in service		
Land	725,594	725,594
Buildings and improvements	3,325,768	3,308,050
Improvements other than buildings	84,169,122	81,653,509
Machinery and equipment	1,273,355	1,290,750
Construction in progress	4,658,748	112,305
	<u>94,152,587</u>	<u>87,090,208</u>
Less accumulated depreciation	<u>(28,335,657)</u>	<u>(26,171,162)</u>
Net sanitary sewer plant in service	<u>65,816,930</u>	<u>60,919,046</u>
Deferred assets		
Pension assets	<u>232,450</u>	<u>373,360</u>
Total Assets	<u>\$ 83,975,977</u>	<u>\$ 80,373,390</u>
<u>Liabilities and Net Assets</u>		
Current liabilities		
Accounts payable	\$ 10,085	\$ 773,684
Accrued liabilities	706,957	37,255
Due to General Fund - non-interest bearing	61,695	72,035
Total current liabilities	<u>778,737</u>	<u>882,974</u>
Non current liabilities		
Accrued compensated absences	77,058	75,900
Pension liability (GASB 68)	(11,855)	328,016
General Obligation Notes payable - CWF	14,973,400	16,280,069
Total liabilities	<u>15,817,340</u>	<u>17,566,959</u>
Deferred inflows		
Pension liabilities	321,366	112,670
Net Assets		
Invested in capital assets, net of related debt	50,843,531	44,638,978
Restricted balances - LT receivable	14,973,399	16,280,068
Retained earnings	2,020,341	1,774,715
Total net assets	<u>67,837,271</u>	<u>62,693,761</u>
Total Liabilities and Net Assets	<u>\$ 83,975,977</u>	<u>\$ 80,373,390</u>

**City of Franklin
Sanitary Sewer Fund
Statement of Cash Flows
For the Nine months ended September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash Flows from Operating Activities		
Operating income (loss)	<u>\$ 174,998</u>	<u>\$ 24,798</u>
Adjustments to reconcile operating income to net cash provided by operating activities		
Depreciation	172,890	113,400
(Increase) decrease in assets		
Accounts receivable	(295,179)	(183,764)
Taxes receivable	103,387	118,953
Due from MMSD & Other Governments		
Increase (decrease) in liabilities		
Accounts payable	(764,528)	111,619
Accrued expenses	695,601	-
Total Adjustments	<u>(87,829)</u>	<u>160,208</u>
Net Cash Provided by Operating Activities	<u>\$ 87,169</u>	<u>\$ 185,006</u>
Cash Flows From Capital & Related Financing Activities		
Acquisition of capital assets	(102,480)	(99,572)
Net Cash Provided (Used) in Capital and Financing Activities	<u>(102,480)</u>	<u>(99,572)</u>
Cash Flows from Investing Activities		
Interest and other income	209,207	226,424
Interest expense	<u>(200,408)</u>	<u>(216,106)</u>
Net Change in Cash and Cash Equivalents	(6,512)	95,752
Cash and Cash Equivalents, beginning of period	1,593,557	1,529,881
Cash and Cash Equivalents, end of period	<u><u>\$ 1,587,045</u></u>	<u><u>\$ 1,625,633</u></u>

Franklin Municipal Water Utility
Statement of Revenue, Expenditures
and Changes in Net Assets
For the period ended September 30, 2021 and 2020

<u>Account Description</u>	<u>Amended Budget</u>	<u>Year to Date Budget</u>	<u>Current Year to Date</u>	<u>Prior Year to Date</u>
Operating Revenue				
Metered Sales-Residential	\$ 3,077,600	2,507,725	\$ 2,647,007	\$ 2,480,999
Metered Sales-Commercial	683,500	556,966	504,442	509,015
Metered Sales-Industrial	453,300	363,648	328,416	349,228
Other Sales to Public Authority	259,000	205,916	154,003	190,840
Metered Sales-Multifamily	771,400	578,550	585,741	579,071
Metered Sales-Irrigation	140,800	105,600	163,444	124,322
Total Metered Sales	5,385,600	4,318,405	4,383,053	4,233,475
Unmetered Sales	15,000	7,571	11,646	30,446
Private Fire Protection	125,000	99,888	97,131	95,400
Public Fire Protection	545,000	421,624	413,841	408,554
Forfeited Discount	54,000	24,848	17,314	8,208
Total Operating Revenue	\$ 6,124,600	\$ 4,872,336	\$ 4,922,985	\$ 4,776,083
Operating Expenditures				
Operation and maintenance expense				
Source of Supply	3,000,300	2,242,899	2,657,953	2,600,618
Pumping	185,250	138,593	129,258	117,708
Water Treatment	15,800	11,327	2,777	4,545
Transmission & Distribution	506,400	379,630	218,867	257,855
Customer Accounts	66,250	48,037	50,759	49,421
Administrative and general	587,027	431,954	437,598	287,307
Total Operation and Maintenance Expenditures	4,361,027	3,252,440	3,497,212	3,317,454
Depreciation	598,050	445,425	448,560	316,350
Taxes-Property Tax Equivalent Amortization	1,050,000	833,320	803,036	806,400
GASB Employee Benefit Costs	25,000	18,269	-	-
Loss on Abandoned Property	-	-	-	-
Capital Expenditures	35,452	26,589	-	-
Taxes-FICA	31,790	23,232	18,879	20,144
Total Operating Expenditures	6,101,319	4,599,275	4,767,687	4,460,348
Operating Income	\$ 23,281	\$ 273,061	\$ 155,298	\$ 315,735
Non-Operating Revenue (Expenditures)				
Interest Income	35,000	26,250	3,402	22,913
Misc Revenue	-	-	9,505	-
Interest on LTD	(52,400)	(44,800)	(28,688)	(30,138)
Bond/Note Issuance Cost	-	-	-	-
Water Property Rent	55,000	48,823	68,023	72,082
Other Water Revenue	10,000	5,636	12,535	12,390
Interest on LTD	-	-	-	-
Interest-Debt to Municipality	(3,500)	(3,063)	(1,540)	(1,540)
Total non-operating revenue	44,100	32,846	63,237	75,707
Income before capital contributions	\$ 67,381	\$ 305,907	\$ 218,535	\$ 391,442
Retained earnings - beginning	3,462,592	3,462,592	3,462,592	2,805,630
Transfer (to) from invested in capital assets	278,100	208,575	156,380	202,919
Retained earnings - ending	\$ 3,808,073	\$ 3,977,074	\$ 3,837,507	\$ 3,399,991
Capital contributions	2,000,000	-	-	-
Depreciation - CIAC	(837,500)	(628,125)	(629,158)	(636,750)
Transfer (to) from retained earnings	(278,100)	(208,575)	(156,380)	(202,919)
Change in net investment	8,500,546	7,326,023	(785,538)	(839,669)
Net investment in capital assets - beginning	50,277,613	50,277,613	50,277,613	47,409,195
Net investment in capital assets - ending	\$ 58,778,159	\$ 57,603,636	\$ 49,492,075	\$ 46,569,526
Total net assets	\$ 62,586,232	\$ 61,580,710	\$ 53,329,582	\$ 49,969,517

**Franklin Municipal Water Utility
Comparative Balance Sheet
September 30, 2020 & 2019**

Assets	2021	2020
Current Assets:		
Cash and investments	\$ 2,974,244	\$ 2,621,319
Accounts receivable	2,099,259	2,053,135
Total current assets	<u>5,073,503</u>	<u>4,674,454</u>
Utility plant in service:		
Land	162,885	162,885
Buildings and improvements	3,414,033	3,394,166
Construction in Progress	2,097,213	1,070,470
Improvements other than buildings	63,681,798	60,725,142
Machinery and equipment	4,805,362	4,708,201
	<u>74,161,291</u>	<u>70,060,864</u>
Less accumulated depreciation	<u>23,716,536</u>	<u>22,376,726</u>
Net utility plant in service	<u>50,444,755</u>	<u>47,684,138</u>
Deferred Assets:		
Pension Assets	232,638	430,264
Deferred Costs	-	-
Total deferred assets	<u>232,638</u>	<u>430,264</u>
Total Assets	<u>\$ 55,750,896</u>	<u>\$ 52,788,856</u>
Liabilities and Net Assets		
Liabilities:		
Accounts payable	\$ 20,847	\$ 114,107
Accrued liabilities	1,031,518	1,047,252
Advance from municipality	89,700	123,200
Pension liability	(32,005)	385,222
Compensated absences reserve	77,058	75,900
Bond Payable	892,680	951,682
	<u>2,079,798</u>	<u>2,697,363</u>
Deferred Liabilities:		
Pension & OPEB Liabilities	341,516	121,976
Total liabilities	<u>2,421,314</u>	<u>2,819,339</u>
Net Assets		
Invested in capital assets, net of related debt	49,492,075	46,569,526
Retained earnings	3,837,507	3,399,991
Total net assets	<u>53,329,582</u>	<u>49,969,517</u>
Total Liabilities and Net Assets	<u>\$ 55,750,896</u>	<u>\$ 52,788,856</u>

Franklin Municipal Water Utility
Comparative Statement of Cash Flows
For the period ended September 30, 2021 and 2020

	2021	2020
Cash Flows from Operating Activities		
Operating income (loss)	\$ 155,298	\$ 315,735
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation & Amortization	448,560	316,350
Depreciation-shared meters	-	-
(Increase) decrease in assets:		
Accounts receivable	(666,381)	(657,674)
Taxes receivable	145,647	161,985
Increase (decrease) in liabilities:		
Accounts payable	(764,805)	(829,271)
Accrued expenses	1,020,000	1,035,000
Total Adjustments	166,271	26,390
Net Cash Provided (Used) by Operating Activities	321,569	342,125
 Cash Flows From Capital & Related Financing Activities		
Acquisition of capital assets	(293,720)	(168,936)
Interest paid on long term debt	(28,688)	(30,138)
Principal on long term debt	(60,000)	(55,000)
Net Cash Provided (Used) in Capital and Financing Activities	(382,408)	(254,074)
 Cash Flows from Investing Activities		
Interest, property rental & other income	93,465	107,385
Net Change in Cash and Cash Equivalents	32,626	195,436
Cash and Cash Equivalents, beginning of period	2,941,618	2,425,883
Cash and Cash Equivalents, end of period	\$ 2,974,244	\$ 2,621,319

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
September 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 3,709,642	\$ 3,427,442
Accounts receivable	324	648
Total Assets	<u>\$ 3,709,966</u>	<u>\$ 3,428,090</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 24,380	\$ 4,338
Claims payable	311,800	175,000
Unrestricted net assets	3,373,786	3,248,752
Total Liabilities and Fund Balance	<u>\$ 3,709,966</u>	<u>\$ 3,428,090</u>

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue				
Medical Premiums-City	\$ 2,213,369	\$ 1,675,434	\$ 1,743,713	\$ 1,823,417
Medical Premiums-Employee	478,630	362,800	331,879	372,309
Other - Invest Income, Rebates	159,800	119,851	97,267	155,576
Medical Revenue	<u>2,851,799</u>	<u>2,158,085</u>	<u>2,172,859</u>	<u>2,351,302</u>
Dental Premiums-City	112,000	85,565	117,778	89,534
Dental Premiums-Retirees	3,600	3,600	3,027	2,592
Dental Premiums-Employee	60,000	45,826	43,657	43,282
Dental Revenue	<u>175,600</u>	<u>134,991</u>	<u>164,462</u>	<u>135,408</u>
Total Revenue	<u>3,027,399</u>	<u>2,293,076</u>	<u>2,337,321</u>	<u>2,486,710</u>
Expenditures:				
Medical				
Medical claims	1,848,536	1,351,449	1,335,369	777,350
Prescription drug claims	-	-	133,040	139,221
Refunds-Stop Loss Coverage	-	-	(87,462)	(5,394)
Total Claims	<u>1,848,536</u>	<u>1,351,449</u>	<u>1,380,947</u>	<u>911,177</u>
Medical Claim Fees	107,041	83,107	128,328	112,407
Stop Loss Premiums	540,610	406,842	398,698	386,831
Other - Miscellaneous	177,245	95,424	15,509	17,044
HSA Contributions	224,650	164,167	99,563	180,281
Plan Administration	-	-	35,325	-
Total Medical Costs	<u>2,898,082</u>	<u>2,100,989</u>	<u>2,058,370</u>	<u>1,607,740</u>
Dental				
Active Employees & COBRA	179,000	136,215	141,744	113,124
Retiree	5,700	4,915	7,052	5,615
Total Dental Costs	<u>184,700</u>	<u>141,130</u>	<u>148,796</u>	<u>118,739</u>
Total Expenditures	<u>3,082,782</u>	<u>2,242,119</u>	<u>2,207,166</u>	<u>1,726,479</u>
Revenue over (under) expenditures	(55,383)	<u>\$ 50,957</u>	130,155	760,231
Net assets, beginning of year	<u>2,488,521</u>		<u>3,243,631</u>	<u>2,488,521</u>
Net assets, end of period	<u>\$ 2,433,138</u>		<u>\$ 3,373,786</u>	<u>\$ 3,248,752</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
September 30, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 240,323	\$ 207,773
Investments held in trust - Fixed Inc	2,874,145	2,596,506
Investments held in trust - Equities	5,598,553	3,936,128
Accounts receivable	30,698	26,176
Total Assets	\$ 8,743,719	\$ 6,766,583
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 3,153	\$ 590
Claims payable	16,600	10,000
Net assets held in trust for post emp	8,723,966	6,755,993
Total Liabilities and Fund Balance	\$ 8,743,719	\$ 6,766,583

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2021 and 2020

<u>Revenue</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 235,338	\$ 196,682
Medical Charges - Retirees	163,136	138,576
Medical Revenue	398,474	335,258
Expenditures:		
Retirees-Medical		
Medical claims	124,248	93,484
Prescription drug claims	92,384	73,112
Refunds-Stop Loss Coverage	(8,345)	-
Total Claims-Retirees	208,287	166,596
Medical Claim Fees	18,034	16,486
Stop Loss Premiums	69,648	52,232
Miscellaneous Expense	133	(195)
ACA Fees	-	127
Total Medical Costs-Retirees	296,102	235,246
Revenue over (under) expenditures	102,372	100,012
Annual Required Contribution-Net	82,137	99,400
Other - Investment Income, etc	744,543	17,821
Total Revenues	826,680	117,221
Net Revenues (Expenditures)	929,052	217,233
Net assets, beginning of year	7,794,914	6,538,760
Net assets, end of period	\$ 8,723,966	\$ 6,755,993

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS FOR CITY OF FRANKLIN
Period Ending 09/30/2021**

GL Number	FIRE DEPT GRANT FUND	ST MARTINS FAIR FUND	HEALTH DEPT GRANT FUND	OTHER GRANTS	DONATIONS FUND	CIVIC CELEBRATIONS FUND	TOTAL
REVENUES							
INTERGOVERNMENTAL	-	-	294,998	-	-	-	294,998
LICENSES & PERMITS	-	18,324	-	-	-	450	18,774
CHARGES FOR SERVICES	-	-	-	-	-	101,004	101,004
MISCELLANEOUS REVENUE	-	500	470	-	37,472	39,810	78,252
Total Revenues	-	18,824	295,468	-	37,472	141,264	493,028
EXPENDITURES							
PERSONNEL SERVICES	-	29,300	40,805	-	-	23,816	93,921
EMPLOYEE BENEFITS	-	10,884	228,874	-	-	7,789	247,547
CONTRACTUAL SERVICES	-	-	14,659	-	-	38,679	53,338
SUPPLIES	10,876	15,628	66,095	-	21,170	27,815	141,584
SERVICES & CHARGES	-	-	4,940	-	-	22,959	27,899
Total Expenditures	10,876	55,812	355,373	-	21,170	121,058	564,289
Excess (deficiency) of Revenues vs Expenditures	(10,876)	(36,988)	(59,905)	-	16,302	20,206	(71,261)
OTHER FINANCING SOURCES							
FUND TRANSFERS	-	11,000	-	-	-	13,000	24,000
OTHER FINANCING USES							
CAPITAL OUTLAY	659	-	-	-	2,767	-	3,426
Net Change in Fund Balance	(11,535)	(25,988)	(59,905)	-	13,535	33,206	(50,687)
Fund Balance - Beginning	27,679	3,636	239,382	5,315	235,736	69,268	581,016
Fund Balance - Ending	16,144	(22,352)	179,477	5,315	249,271	102,474	530,329

**City of Franklin
Park Commission
Statement of Revenue and Expenses
For the Nine months ended September 30, 2021**

	2021 Amended Budget	2021 Year-to-Date Budget	Current Year-to-Date Totals	2020 Year-to-Date Totals
General Fund Operating Revenue:				
Park & Field Reservation	\$ 18,000	\$ 17,462	\$ 27,266	\$ 10,436
General Fund Operating Expenses:				
Personal Services	\$ 122,368	\$ 89,422	\$ 188,415	\$ 150,156
Other Professional Services	6,600	-	12,670	
Park Maintenance	59,543	33,885	31,855	22,513
Uniforms	350	23	350	117
Mileage	3,200	2,027	738	541
Utilities	15,425	9,891	8,921	5,962
Total Operating Fund Expenses	\$ 207,486	\$ 135,248	\$ 242,949	\$ 179,289
Capital Outlay Fund Expenses:				
Landscaping-Park/Tree Maint	\$ 42,000	\$ 31,500	\$ 2,484	\$ -
Park Improvements-Development	75,000	56,250	1,798	-
Building Improvements	65,000	48,750	-	-
Park Equipment & Supplies	247,000	208,163	246,568	9,717
Total Capital Outlay Expenditures	\$ 429,000	\$ 344,663	\$ 250,850	\$ 9,717
Development Fund Revenue:				
Impact Fee-Parks & Recreation	\$ 146,117	\$ 97,391	\$ 87,606	\$ 196,377
Development Fund Expenses:				
Reimb to Developers & Others	\$ -	\$ -	\$ -	\$ 25,285
Transfer to Capital Improvement Fund	1,344,045	402,960	135,608	161,398
Total Capital Improvement Expenditures	1,344,045	402,960	135,608	186,683
Capital Improvement Fund Expenses:				
General Park Development	\$ 20,001	\$ 35,001	\$ -	\$ 46,439
Improvements - Ken Windl Park	-	-	-	12,666
Ernie Lake Park - Park Equipment	15,000	-	13,470	-
Pleasant View Park - Pavilion	19,287	19,287	23,839	155,399
Pleasant View Park - Park Equipment	300,000	75,000	-	19,989
Pleasant View Park - Master Plan Update	88,616	88,616	88,616	19,900
Cascade Park Trail Extension	-	-	-	500
116th Street Trail	100,761	100,762	85,454	150,000
Land Purchase Water Tower Park	3,636	3,636	3,636	-
Church Street Pathway	75,000	-	-	-
Ryan Meadows Trail	70,000	-	77,810	-
Total Capital Improvement Expenditures	692,301	322,302	292,825	404,893
Less Impact Fees Transfer	1,344,045	402,960	135,608	161,398
Net Expenditures (after Impact Fee contribution)	\$ (651,744)	\$ (80,658)	\$ 157,217	\$ 243,495

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/2/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>2022 Proposed Budget</p>	<p>ITEM NUMBER</p> <p>G.14.</p>

Per the budget process timeline and next steps, October 19th thru November 16th was set aside for continued deliberation of the 2022 Proposed Budget. In conjunction with that, staff is including this item on all Common Council agendas during this time period so that further discussions needed on the Proposed 2022 Budget can be discussed at these meetings.

The 2022 Proposed Budget Public Hearing notice was published in the paper on October 27, 2021. The public hearing and Common Council's final consideration of the 2022 Proposed Budget will take place at the November 16, 2021 Common Council Meeting.

Please contact staff with any questions, concerns, or additional information that is needed regarding the Proposed 2022 Budget.

COUNCIL ACTION REQUESTED

Per Common Council direction.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SM</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;">11/2/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendation to Correct a Recently Identified 2021 Health Plan Issue Related to the HRA/HSA and Amend the 2022 Health Insurance Plan Design related to the HRA/HSA</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.15.</p>

Below is information relative to a recommendation to accomplish the following:

- Correct a recently identified issue with the City's 2021 Health Insurance Plan related to the HRA and HSA components; and
- Amend the 2022 Health Insurance Plan related to the HRA/HSA components.

This item is being considered by the Personnel Committee at a special meeting on November 1, 2021, and any recommendation which is made by the Personnel Committee will be communicated to the Common Council when this item is considered.

BACKGROUND

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

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

Staff is currently working with our consultant, as well as a few legal teams and other payroll and tax consultants, on how to best resolve the matter. We do not have the resolution plan in place yet, as we need to make sure we think this through fully so that we are able to arrive at an appropriate resolution for the remainder of 2021. That resolution will include ensuring that employees are not negatively financially impacted.

2. Amend the 2022 Health Insurance Plan related to the HRA/HSA components – The need for this change is due to the issue detailed in item #1 above. In addition to correcting the 2021 plan to ensure it is legally compliant, a change must be made to the plan design for 2022.

The resolution plan we will present to you, when solidified, will include the following:

1. A plan to resolve the 2021 issue (likely a multi-part plan as individual circumstances will change between now and year-end with regard to employee health insurance experience and this will need to be monitored to assure the correction is fully completed, in fact the resolution will likely go into 2022 as claims for 2021 will be received and adjudicated in Quarter 1 of 2022)- note that this will be led and funded by the City's Benefit Consultant, USI Insurance Services;
2. An opinion letter from an independent legal firm contemplating the issue as well as an opinion as to the validity and legality of the solution proposed;
3. Details on the impact of the resolution on City employees affected by the error (with the most recent information available);
4. A recommended plan design for 2022 that will be 100% compliant as well as be feasible for employees and the City as the plan sponsor; and
5. Details on how the resolution will be communicated and worked through with the employees, including the draft communication to employees as requested by the Committee.

In addition, please note that I did send the attached email to the employees right after the Personnel Committee Meeting last week to make them aware of the issue.

COUNCIL ACTION REQUESTED

Motion to approve: (1) the correction of a recently identified issue with the City's 2021 Health Insurance Plan related to the HRA and HSA components presented tonight to the Council and (2) 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.

Peggy Steeno

To: Peggy Steeno
Subject: City of Franklin Employees – Family Insurance Plan Subscribers

Hi All,

I am contacting you to make you aware of an issue that was discovered last Thursday, October 14th with the City's current health plan design which is in effect for 2021. The issue was preliminarily discussed with the Personnel Committee last night.

By way of background, in 2020, when designing the health plan for 2021, our consultants recommended and we accepted an HRA (Health Reimbursement Arrangement) component add-on to be stacked on top of the City's existing HSA (Health Savings Account) eligible HDHP (High-Deductible Health Plan). The reason this was an attractive solution for the City is due to the high amount of out of pocket costs some of our employees experienced in the prior two years due to substantial changes in the health plan design during that time. The thought with the HRA stack was that higher users of health care would be able to access the funds to assist in paying their claims, reducing the burden to our employees, to get back in alignment with comparable municipal employers.

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

We are currently working with our consultant, as well as a few legal teams and other payroll and tax consultants, on how to best resolve the matter. We do not have the resolution plan in place yet, as we need to make sure we think this through fully so that we are able to arrive at an appropriate resolution for the remainder of 2021. That resolution will include ensuring that employees are not negatively financially impacted. In addition, the plan design will also need to change for 2022.

We are expecting to have a plan to move forward by the end of next week, and will communicate the plan to you as soon as it is ready. In the meantime, there are no actions that you need to take. And, once the plan to resolve this matter is in place, we will explain it thoroughly and be available for questions, consultation, etc.

I am super sorry about this, and 100% committed to getting it resolved. As always, please contact me with any questions.

Thanks!

Peggy

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>11/2/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Consideration of an Amendment to Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), Velo Village - Franklin, Wisconsin (Project). The Common Council may enter closed session 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.</p>	<p>ITEM NUMBER</p> <p>G.16.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session 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.

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<p>APPROVAL</p> <p><i>Shi</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>November 2, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Potential acquisition of property for public park purposes in the general southwest area of the City of Franklin. The Common Council may enter closed session 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</p>	<p>ITEM NUMBER</p> <p>G.17.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session 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.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Shw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">11/2/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">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) 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 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 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.18.</p>

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 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 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.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/02/21
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of November 2, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Alderman Room
November 2, 2021 – 6:10 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	Duldulao, Mya Kwik Trip #857			
Operator 2021-2022 New	Leischer, Mary K Milwaukee Burger Company			
Operator 2021-2022 New	Lindl, Mikala E Milwaukee Burger Company			
"Class B" Beer & Liquor Change of Agent 2021-2022	FF&E, LLC DBA – Hampton Inn & Suites 6901 S. 76 th St Jefferson Calimlim			
3.	Adjournment	Time		

*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 PAH</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/2/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated October 15, 2021 through November 1, 2021 Nos 184978 through Nos. 185150 in the amount of \$ 2,104,377 67. Also included in this listing are EFT's Nos 4731 through Nos. 4743, Library vouchers totaling \$ 23,846 46 and Water Utility vouchers totaling \$ 24,692 19</p> <p><i>**Payne & Dolan payment in the amount of \$ 942,867 82 included above for 2021 street improvements was approved for release at the Council meeting on October 19, 2021</i></p> <p>Early release disbursements dated October 15, 2021 through October 29, 2021 in the amount of \$ 1,527,481.94 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 October 22, 2021 is \$ 435,674,49, previously estimated at \$ 420,000. Payroll deductions dated October 22 2021 are \$ 467,976.67, previously estimated at \$ 465,000</p> <p>The estimated payroll for November 5, 2021 is \$ 409,000 with estimated deductions and matching payments of \$ 237,000</p> <p>There were no property tax distributions</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion approving the following</p> <ul style="list-style-type: none"> • City vouchers with an ending date of November 1, 2021 in the amount of \$ 2,104,377 67 and • 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 of City matching payments and • 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 <p>ROLL CALL VOTE NEEDED</p>		