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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, OCTOBER 18, 2022, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of October 4, 2022.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Cape Crossing Subdivision, 12200 W. Ryan Road, Tax Key Nos. 890-9991-001 and 890-9991-002.
 - 2. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Certain Parcel of Land from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District (Specifically Located at 8979 South 42nd Street) (Approximately 1.507 Acres) (Christian S. Sartler and Karen R. Sartler, Applicants).
 - 3. Authorize a Consulting Services Agreement with Wrayburn Consulting, LLC, for General Planning Services.
 - 4. Parks Commission Request for Review of Parks Marketing Materials.
 - 5. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 5500 W. Oakwood Park Drive, Tax Key No. 931-0005-000.
 - 6. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 2855 W. Forest Hill Avenue, Tax Key No. 832-989-8002.
 - 7. Franklin Public Library 2020-2024 Strategic Plan
 - 8. A Resolution to Award Change Order No. 3 for 2023 Asphalt Work to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements.
 - 9. An Ordinance to Amend §207-21 of the Municipal Code regarding Special Assessments of Water Main Laterals.

10. A Resolution to Issue Change Order No. 1 for the 2022 Local Street Preventative Maintenance Program to Scott Construction, Inc. in the Amount of \$6,569.82.
11. Recommendation for 2023 Employee Benefit-Related Coverages, Carriers, and Premium Shares, Including: Health Insurance, Wellness, Health and Wellness Supplementary Programs, and Dental Insurance, and Related Contracts.
12. Finance Committee Recommended Changes to the 2023 Mayor's Recommended Budget.
13. An Ordinance to Amend Ordinance No. 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Capital Improvement Fund to Transfer \$260,000 of Engineering Capital Funds to the Street Improvement Fund.
14. Confirmation of the Appointment of Gary Meerschaert as Director of Inspection Services. The Common Council may enter closed session pursuant to Wis. Stats. § 19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social, or personal histories of specific persons which, if discussed in public, would be likely to have substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
15. Confirmation of the Appointment of Karen Kastenson as Director of Clerk Services. The Common Council may enter closed session pursuant to Wis. Stats. § 19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social, or personal histories of specific persons which, if discussed in public, would be likely to have substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
16. *FF&E, LLC v City of Franklin Board of Review*, Milwaukee County Circuit Court Case No. 20-CV-6955, and Corresponding 2022 Assessment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
17. *Sam's Real Estate Business Trust v City of Franklin*, Milwaukee County Circuit Court Case No. 21-CV-5567, and Corresponding 2022 Assessment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
18. *Wal-Mart Real Estate Business Trust v City of Franklin*, Milwaukee County Circuit Court Case No. 21-CV-5568, and Corresponding 2022 Assessment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy

to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

- 19. Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, 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.

License Committee Meeting of October 18, 2022:

- 1. Miscellaneous Licenses.
- 2. Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council (Referred from 9/20/2022 and 10/04/2022 Common Council Meeting).
- 3. Review and Recommendation Regarding Current Alcohol Beverage Licenses Enforcement Policy Guidelines and License Committee Administrative Rules and Procedures (Referred from 10/04/2022 Common Council Meeting).
- 4. Statistics on Existing Alcohol Beverage Licenses in the City of Franklin and Statistics on Quota of Available Licenses in Relation Thereto.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

October 30	Trick or Treat	4:00-7:00 p.m.
November 1	Common Council Meeting	6:30 p.m.
November 3	Plan Commission Meeting	7:00 p.m.
November 8	General Election	7:00 a.m.-8:00 p.m.
November 15	Common Council Meeting	6:30 p.m.
November 17	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 4, 2022
MINUTES

C.

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on October 04, 2022, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Kristen Wilhelm, Alderwoman Hanneman, Alderman Barber (arrived at 6:38 p.m.), and Alderman John R. Nelson. Also in attendance were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:31 p.m. and was closed at 6:40 p.m.
- MINUTES
SEPTEMBER 20, 2022 C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of September 20, 2022, with a correction to Item B.2. adding “introduce and” before the word “adopt”. Seconded by Alderman Nelson. All voted Aye; motion carried.
- CONCEPT REVIEW
M1 MIXED-USE AT
BALLPARK
COMMONS, MANDEL
GROUP, INC., AGENT G.1. No action was taken following a presentation of a Concept Review for the M1 Mixed-use building at Ballpark Commons at SE Corner of Rawson Avenue and Ballpark Drive (TKN: 754-9006-000) (Mandel Group, Inc., Agent).
- CONCEPT REVIEW
THE RETREAT AT
8301 W. OLD LOOMIS
RD., MANDEL
GROUP, INC., AGENT G.2. No action was taken following a presentation of a Concept Review for The Retreat, a retail and multi-family residential development (8301 W. Old Loomis Road) (Mandel Group, Inc, Agent).
- CONCEPT REVIEW
PUBLIC SQUARE AT
7154 S. 76TH ST.,
MANDEL GROUP,
INC., AGENT G.3. No action was taken following a presentation of a Concept Review for The Public Square, redevelopment of the Orchard View Shopping Center (7154 S. 76th Street) (Mandel Group, Agent).
- PURCHASE OF
VMWARE SERVER
HARDWARE G.4. Alderwoman Hanneman moved to authorize the purchase of two (2) HP DL380 Gen 10 Servers for City Hall and two (2) HP DL380 Gen Servers for the Police Department through CDW-G at a total cost of \$59,327.92, being charged to IS Computer Equipment Capital Outlay Budget, Account Number 41-0144-5841. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- PURCHASE OF ANNUAL PALO ALTO MAINTENANCE
- G.5. Alderman Barber moved to authorize the execution of Heartland Business Systems (HBS) Quote 283107 v2 in the amount of \$20,061.84 for the annual Palo Alto maintenance, licensing, and support subscription renewal for the period 10/5/2022 through 10/5/2023 funded by IS Equipment Maintenance Operating Budget, Account 01-0144-5242. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- WI DHS GRANT FOR PURCHASE OF UTV FOR FIRE DEPT.
- G.6. Alderwoman Wilhelm moved to accept a DHS flex grant, and authorization to move forward with purchase of a Utility Terrain Vehicle, EMS cot skid-load, trailer, and other associated items at an anticipated cost of approximately \$24,500, with the entirety of funding coming from the flex grant and other existing and available grant programs. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- HAWTHORNE NEIGHBORHOOD PAVEMENT
- G.11. Alderman Nelson moved to direct staff to plan for a near-future repaving project without any accompanying utility project for the Hawthorne Neighborhood. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- MAYOR'S 2023 RECOMMENDED BUDGET
- G.7. Alderman Holpfer moved to forward the Mayor's 2023 Recommended Budget to the Finance Committee for its review and submission of its recommended changes to the Common Council at their special meeting of October 13, 2022 and to further provide other direction to staff, as appropriate, relative to additional materials or information needed for the October 13, 2022 Special Common Council meeting budget discussions. Seconded by Alderman Barber. All voted Aye; motion carried.
- AGREEMENT WITH FRANKLIN SCHOOLS FOR REC. TRAIL BETWEEN S. 80TH AND 92ND STS.
- G.8. Alderman Barber moved to table for 6 months, A Resolution for Agreement Between the City of Franklin and Franklin Public Schools to Jointly Develop a Public Recreational Trail, Trail Head Parking Lt and Restroom Facilities on Franklin Public Schools Properties Between South 80th Street and South 92nd Street (TKNs 896-9996-001 and 895-9999-000). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- S. 116TH ST. TRAILHEAD AT W. RYAN RD.
- G.9. Alderman Nelson moved to do nothing at this time for the South 116th Street Trailhead at approximately 11950 West Ryan Road (TKN 890-9991-001). Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2022-7910 AWARD CONTRACT FOR W. MINNESOTA AVE AND S. 50TH ST.
- G.10. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7910, A RESOLUTION TO AWARD CONTRACT FOR THE W. MINNESOTA AVENUE AND S. 50TH STREET WATER MAIN EXTENSION AND ON S. 49TH STREET TO A POINT 50 FEET

WATER MAIN TO
WILLKOMM
EXCAVATING AND
GRADING, INC.

NORTH ONLY, TO WILLKOMM EXCAVATING AND GRADING, INC. IN THE AMOUNT OF \$398,897.75 and that the Project will not get expanded, and that the fifth Whereas clause in the Resolution should include due to time constraints the City would prefer to construct the Project in 2023, and direct staff to return with a budget amendment to move \$260,000 from the Design Highway Building (Fund 46-0331-5216.9620). Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2022-7911
WE ENERGIES TO
REMOVE STREET
LIGHTS ON S.
LOVERS LANE RD.

G.12. Alderman Barber moved to adopt Resolution No. 2022-7911, A RESOLUTION FOR WE ENERGIES TO REMOVE STANDARD AND NON-STANDARD STREET LIGHTS ON S. LOVERS LANE ROAD FROM W. RAWSON AVENUE TO W. COLLEGE AVENUE TO ACCOMMODATE THE WISCONSIN DEPARTMENT OF TRANSPORTATION STH 100 RECONSTRUCTION PROJECT FOR \$4,881.08. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2022-7912
DISTRIBUTION
EASEMENT
UNDERGROUND TO
WI ELECTRIC POWER
COMPANY

G.13. Alderwoman Hanneman moved to adopt Resolution No. 2022-7912, A RESOLUTION TO GRANT DISTRIBUTION EASEMENT UNDERGROUND TO WISCONSIN ELECTRIC POWER COMPANY ON THE CITY OF FRANKLIN OWNED PARCEL DESCRIBED AS THE NORTH TWELVE (12) FEET OF THE WEST ONE-HUNDRED (100) FEET OF LOT 2 OF CSM NO. 9369 (TKN 931-0006-001) 10100 S. 60TH STREET. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2022-7913
ANTENNA SITE
AGREEMENT FOR
WATER TOWER AT
8901 W. DREXEL AVE.

G.14. Alderwoman Eichmann moved to adopt Resolution No. 2022-7913, RESOLUTION APPROVING THIRD AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT FOR A CELLULAR PHONE ANTENNA ON THE WATER TOWER LOCATED AT 8901 W. DREXEL AVENUE. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2022-7914
CHANGE ORDER 1 TO
PARKING LOT
MAINTENANCE, LLC
FOR CITY FACILITIES

G.15. Alderwoman Eichmann moved to adopt Resolution No. 2022-7914, A RESOLUTION TO EXECUTE CHANGE ORDER NO. I TO PARKING LOT MAINTENANCE, LLC FOR THE CITY OF FRANKLIN FACILITY RENOVATIONS HARDSCAPE RENOVATIONS PROJECT IN THE AMOUNT OF \$840. Seconded by Alderman Holpfer. All voted Aye; motion carried.

ORD. 2022-2518
AMEND ORD. 2021-
2486, ADOPTING 2022
ANNUAL BUDGET

G.16. Alderwoman Hanneman moved to adopt Ordinance No. 2022-2518, AN ORDINANCE TO AMEND ORDINANCE NO. 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO INCREASE THE APPROPRIATION BY \$377,651.26 FOR THE SOUTHWEST PARK PURCHASE AND APPROPRIATE ADDITIONAL IMPACT FEES

OF \$47,654.45, LWMMI FUNDS OF \$24,368, AND TID #3 REMAINDER FUNDS OF \$305,628.81. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

LICENSE COMM.
RECOMMENDATIONS

H. Alderwoman Eichmann moved to approve the following licenses:

Hold 2022-23 Operator License to Hadi Johnson and Eric Zoromskis for Legal Opinion;

Referred to the next meeting Fireworks Display Process, and License Enforcement Policy Guidelines and License Committee Administrative Rules and Procedures;

No action was needed regarding the Milkmen Concession Stands at Franklin Field; and

Grant 2022-23 Operator License to Hanna Wallace, Colleen Lesser, and James Morgan.

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

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of October 1, 2022, in the amount of \$1,019,980.12, and payroll dated September 23, 2022, in the amount of \$461,377.52 and payments of the various payroll deductions in the amount of \$454,763.12, plus City matching payments; estimated payroll dated October 7, 2022, in the amount of \$426,000 and payments of the various payroll deductions in the amount of \$245,000 plus City matching payments; and approval to release payment to WE Energies in the amount of \$4,881.08, and approval to release the funds for the Southwest Park purchase in the amount of \$1,507,651.26. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 10:25 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 18, 2022
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Cape Crossing Subdivision, 12200 W. Ryan Road, TKNs 890-9991-001 and 890-9991-002	ITEM NO. G.1.

BACKGROUND

Pursuant to the approval of Cape Crossing subdivision, the Subdivider, Cape Crossing, LLC, is ready to proceed with the subdivision. The subdivision is on property located at 12200 W. Ryan Road (TKNs 890-9991-001 and 890-9991-002), and it is necessary to enter into a development agreement at an estimated cost of \$4,379,768.00.

The final plat was conditionally approved by Common Council at the September 20, 2022 meeting.

The final plat includes the dedication of land in the southeast corner of the subdivision, known as Outlot 4 (26,309+/- square feet) to the City. The resolution includes the follow condition -

17. The subdivider must revise sheet 2, note 5, to indicate dedication of Outlot 4 to the City of Franklin. The subdivider may obtain a credit or credit refund of the total park impact fee obligation per UDO Section 15-5 01 10F.4 b

ANALYSIS

This agreement provides for the necessary public improvements required for the Cape Crossing subdivision. Included in the agreement is the extension of public roads, storm sewer, sanitary sewer, and water main throughout the site.

This dedication of Outlot 4 is noted in Exhibit “E” of the subdivision development agreement, additional subdivision requirements number 16 –

Subdivider shall prepare final plat of Phase 1 to dedicate land on the southeast corner of the entire subdivision known as Outlot 4 (26,309 +/- square feet) to City. Upon recording of dedication of Outlot 4, an amount of \$13,680 00 shall be credited to Subdivider from applicable Park Impact fees for this subdivision. Such credited amount shall be processed by way of a refund to the Subdivider of parks, playgrounds, and land for athletic fields impact fees paid by the Subdivider, by way of City check payable to the Subdivider sent by way of U S. Postal Service Mail, within 90 days of the receipt by the City of such payment by the Subdivider, until the aforesaid amount of \$13,680 00 has been received by the City and refunded in its entirety

Staff worked on an analysis concerning the value of Outlot 4. The assessors data for 2022 for the larger parcel (not the farmhouse) was used and extrapolated for the 26,309 square feet of Outlot 4.

Land Class	Acres	Value	Value/Acre	Value/SF	Value of Outlot 4
Agriculture	74.79	\$18,000.00	\$240.67	\$0.0055	\$145.36
Undevelopd	5.00	\$13,000.00	\$2,600.00	\$0.0597	\$1,570.33

However, the Assessor's office confirmed that the value of agriculture land is set by the state and not indicative of the true value of the land. Staff has asked the developer for a copy of the closing statement, but internet sources have reported that the April 2022 sale price was \$1.9 million. The Plat documents that the entire parcel (including the farmhouse) consists of 84.0074 acres. Note that the farmhouse is actually a liability to the developer as it will need to be razed. Extrapolating \$22,617/acre price for the 26,309 square feet computes a value of \$13,660.06. The developer had previously submitted a value of \$13,680. Staff concludes that the \$13,680 appears to be a reasonable fair market value for the property.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

The agreement remains in negotiations subject to the provisions, including but not limited to the insurance coverage. Insurance certificates were requested and will be reviewed for conformance with current City requirements.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2022- _____ a resolution authorizing certain officials to execute a subdivision development agreement with the subdivider of Cape Crossing subdivision, 12200 W. Ryan Road, TKNs 890-9991-001 and 890-9991-002, subject to potential changes to the agreement, with the final form and content to be approved by the City Engineer and the City Attorney.

Engineering: TAB

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

CAPE CROSSING SUBDIVISION (Phase 1)

October 2022

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2022, by and between, Cape Crossing LLC, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City"

WITNESSETH.

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9 0300 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree

- 1 The legal description of the Subdivision is set forth on attached Exhibit "A"
- 2 The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E"
- 3 The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of

Wisconsin The Improvements shall be based on the construction specifications stated in attached Exhibit "F"

- 4 The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs") Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts The total estimated cost of the Improvements is (IN WORDS) FOUR MILLION, THREE HUNDRED SEVENTY-NINE THOUSAND, SEVEN HUNDRED SIXTY-EIGHT and 00/100 Dollars as itemized in attached Exhibit "D"

- 5 To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$4,379,768.00 representing the estimated costs for the Public Improvements as shown in attached Exhibit "D" Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.

- 6 In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7 The following special provisions shall apply.

(a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.

(b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.

(c) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.

(d) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.

(e) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8 The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8, as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury
11. Except as otherwise provided in Paragraph 12 below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with.
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider,
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors,
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance, or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the

City This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5 above. Notwithstanding anything to the contrary in the foregoing provisions of this Paragraph which may be more restrictive, the Subdivider's obligations under said guaranty shall expire upon the day after 14 months after the date the public improvements for which the security is provided are substantially completed and upon substantial completion of the public improvements, the amount of the Letter of Credit shall be no more than the amount equal to the total cost to complete any uncompleted public improvements plus 10 percent of the total cost of the completed public improvements, pursuant to Wis. Stat. § 236.13(2)(am)1.c.

14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C. Contractor's Pollution Liability <i>To be provided by the Developer's subcontractor, DF Tomasin, Inc</i>	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F. Professional Liability (Errors & Omissions) <i>To be provided by the Developer's subcontractors, Pinnacle Engineering Group, Inc</i>	\$2,000,000 single limit

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

- 15 The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13
- 16 The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236 13(2)(a), 236 13(2)(b), 236 13(2)(c), 236.13(2)(d) and 236 13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9 0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written

SEALED IN PRESENCE OF _____
Cape Crossing LLC

By Steve DeCleene

Title Managing Member Cape Crossing LLC

Party of the First Part

STATE OF WISCONSIN)
)ss
WAUKESHA COUNTY)

Personally came before me this ____ (day) of _____, 20____, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority

or

This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e g , officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed)

Notary Public, _____ County, WI
My commission expires. _____

CITY OF FRANKLIN

By _____
Name. Stephen R. Olson
Title Mayor

COUNTERSIGNED.

By _____
Name. Sandra L. Wesolowski
Title City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

Personally came before me this _ day of _____, 20____, the above named Stephen R Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No _____, adopted by its Common Council on the _____ day of _____, 20____

Notary Public, Milwaukee County, WI
My commission expires _____

This instrument was drafted by the City Engineer for the City of Franklin

Form approved

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)

LEGAL DESCRIPTION OF SUBDIVISION

LEGAL DESCRIPTION of Phase 1

Being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the southwest corner of the Southwest 1/4 of said Section 19; thence North 01°22'14" West along the west line of said Southwest 1/4, 331.22 feet, thence North 88°37'46" East, 25.00 feet; thence South 24°32'53" East, 122.60 feet; thence South 47°07'55" East, 127.19 feet, thence South 89°31'45" East, 119 31 feet, thence North 00°28'15" East, 190 00 feet, thence South 89°31'45" East, 53.58 feet; thence North 00°28'15" East, 95.89 feet; thence North 01°22'14" West, 280.00 feet; thence South 88°37'46" West, 131.37 feet; thence North 01°22'14" West, 30 00 feet; thence North 88°37'46" East, 131.37 feet; thence North 01°22'14" West, 272 24 feet, thence North 14°03'35" East, 18 52 feet, thence South 75°56'25" East, 70 00 feet; thence North 14°03'35" East, 135.00 feet, thence North 75°56'25" West, 30 00 feet; thence North 14°03'35" East, 180 00 feet, thence North 75°56'25" West, 130 00 feet; thence South 85°31'39" West, 57.23 feet to a point on a curve, thence northwesterly 40.04 feet along the arc of said curve to the left, whose radius is 275.00 feet and whose chord bears North 08°38'35" West, 40 00 feet; thence North 77°11'11" East, 140 00 feet; thence North 16°08'23" West, 189 70 feet, thence North 01°22'14" West, 168.42 feet, thence North 21°18'48" East, 49 89 feet; thence North 32°37'57" East, 340.00 feet, thence South 78°47'41" East, 20.00 feet, thence North 11°12'19" East, 142 77 feet, thence South 78°47'41" East, 30 00 feet, thence South 11°12'19" West, 142 77 feet; thence South 78°47'41" East, 200.04 feet; thence South 13°50'10" East, 170 00 feet, thence North 76°09'50" East, 209.52 feet, thence South 13°50'10" East, 14.60 feet; thence North 76°09'50" East, 142.00 feet; thence North 89°23'03" East, 191 70 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South 00°36'57" East along said east line, 1481 18 feet to the northwesterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367 and a point on a curve, thence southwesterly 599.21 feet along the arc of said curve to the right, whose radius is 7777 60 feet and whose chord bears South 36°38'24" West, 599.06 feet to the south line of said Southwest 1/4, thence North 89°31'45" West along said south line, 1015 31 feet to the Point of Beginning

ALSO

That part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows

Commencing at the southwest corner of the Southwest 1/4 of said Section 19, thence South $89^{\circ}31'45''$ East along the south line of said Southwest 1/4, 1142.36 feet to the southeasterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367, a point on a curve and the Point of Beginning 2; thence northeasterly 387.26 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North $36^{\circ}51'54''$ East, 387.22 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey, thence South $00^{\circ}36'57''$ East along said east line, 311.75 feet to the south line of said Southwest 1/4; thence North $89^{\circ}31'45''$ West along said south line, 235.67 feet to the Point of Beginning 2

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>
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Description of improvements required to be installed to develop the Cape Crossing Subdivision

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement
- (N A) Denotes improvement is not required to be installed in the Subdivision
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer

General Description of Improvements
(refer to additional sheets for concise breakdown)

- | | | |
|---|---|----|
| 1 | Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan | *S |
| 2 | Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications | *S |
| 3 | Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications | *S |
| 4 | Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. | *S |
| 5 | Laterals and appurtenances from sanitary sewer main to each lot line, one for each lot as determined by the City | *S |
| 6 | Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area | *S |

- 7 Laterals and appurtenances from water main to the street line, one for each lot, as determined by the City Engineer together with curb stop as specified by the City *S
- 8 Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
- 9 Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. *S
- 10 Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City (N A.)
- 13 Street trees *C
- 14 Protective fencing adjacent to pedestrian ways, etc (N A)
- 15 Engineering, planning and administration services as approved *S
- 16 Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan *S
- 17 Street lighting and appurtenances along the street right-of-way as determined by the City *C
18. Street signage in such locations and such size and design as determined by the City *C
- 19 Title evidence on all conveyances *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)

GENERAL SUBDIVISION REQUIREMENTS

I GENERAL

- A The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations

- B All improvements shall be installed in accordance with all City specifications and ordinances

- C The entire Subdivision as proposed shall be recorded

II LOT SIZE AND UNIT SIZE

- A Lots
 - 1 All lots shall be as shown on the final approved plat.

- B Units
 - 1 The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III WATER SYSTEM

- A Availability
 - 1 Each and every lot in the Subdivision shall be served by a water main

 - 2 The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.

 - 3 Laterals shall be laid to each and every lot Size shall be approved by the City Engineer

 - 4 Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water

- B Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed

IV SANITARY SEWER SYSTEM

A Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of, without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer
2. Laterals shall be laid to the lot line of each and every lot
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV B 3 (a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis Stat § 66.0701 Special assessments by local ordinance, and §207.15 Special assessments, of the Municipal Code.

V STORM DRAINAGE

A Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, inlets, leads, open swales, retention basins and other management facilities as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B Endwalls

- 1 Endwalls shall be approved by the City Engineer
- 2 Endwalls shall be installed on each and every culvert and at all open ends of storm sewers

C Outfalls and Retaining Walls

- 1 Outfalls and retaining walls shall be built where required by the City Engineer
- 2 The aesthetic design of said structures shall be approved by the Architectural Board
- 3 The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin

D Responsibility of Discharged Water

- 1 The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
- 2 However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI STREETS

A Location

- 1 Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way
- 2 Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E"

B Names

The names of all streets shall be approved by the City Engineer

C Construction

- 1 All streets shall be built in accordance with the specifications on file in the City Engineer's Office

- 2 All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

- 3 The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until

- a) The plat is recorded, and
- b) The streets have been provisionally approved by the City.

VII EASEMENTS

A Drainage

- 1 All drainage easements dedicated to the public shall be improved as follows

- a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.
- b) Side slopes no steeper than 4:1.
- c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.

- 2 Pedestrian Path

- a) The pedestrian path shall be constructed by the Subdivider in accordance with the plans and specifications approved by the City Engineer.
- b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII PERMITS ISSUED

A Building Permits

- 1 No building permits shall be issued until
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved
 - b) Storm water management facilities have been rough grade certified and approved
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded
 - e) All Subdivision rear lot monuments have been set
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B Occupancy Permits

- 1 No temporary occupancy permits shall be issued until
 - a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved
 - d) The site is stabilized and all storm water management facilities have been re-certified and approved
 - e) All Subdivision front lot monuments have been set

IX DEED RESTRICTIONS

- A A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued
- B The time of completion of improvements

- 1 The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement
- 2 Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements

X CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000 00, and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000 00 At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider Evidence of cost shall be in such detail and form as required by the City Engineer

- B For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement

Said costs for the project are estimated to be as follows

DESCRIPTION	COSTS
Erosion Control	\$151,989 00
Sanitary System	\$883,802.00
Water System	\$565,654.00
Storm Sewer System	\$596,769
Paving (including sidewalk)	\$1,080,240 00
Street Trees (150 x \$400/lot)	\$60,000.00
Street Lights (6) @ approximately \$5,000/ea.	\$30,000 00
Street Signs	\$3,000 00
Underground Electric, Gas and Telephone	Not Inc.
Storm Water Management Grading	\$278,353.00
SUBTOTAL	\$3,649,807.00
Engineering/Consulting Services	Not inc
Municipal Services (7% of Subtotal)	Not inc.
Contingency Fund (20% of Subtotal)	\$729,961 00
TOTAL.	\$4,379,768 00

Total _____ /100 Dollars

APPROVED BY _____ Date _____
Glen E Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for six (6) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8 0204A through F of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8 0203H 1 through 5 of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

- 9 The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing
- 10 The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance
- 11 The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association
- 12 The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association
- 13 Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney
- 14 Construction Requirements
- a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from Ryan Road.
- 15 The Subdivider shall provide for the connection to the existing Ryan Road and install any necessary curb and gutter and pavement
- 16 Subdivider shall prepare final plat of Phase 1 to dedicate land on the southeast corner of the entire subdivision known as Outlot 4 (26,309 +/- square feet) to City. Upon recording of dedication of Outlot 4, an amount of \$13,680.00 shall be credited to Subdivider from applicable Park Impact fees for this subdivision. Such credited amount shall be processed by way of a refund to the Subdivider of parks, playgrounds, and land for athletic fields impact fees paid by the Subdivider, by way of City check payable to the Subdivider sent by way of U S Postal Service Mail, within 90 days of the receipt by the City of such payment by the Subdivider, until the aforesaid amount of \$13,680.00 has been received by the City and refunded in its entirety

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
CAPE CROSSING SUBDIVISION (Phase 1)

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets	
Construction	CITY OF FRANKLIN
Materials	
Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2022- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF
CAPE CROSSING SUBDIVISION,
12200 W. RYAN ROAD, TKNS 890-9991-001 AND 890-9991-002

WHEREAS, the Subdivider, Cape Crossing, LLC, is ready to proceed with the Cape Crossing subdivision and it is necessary to enter into a Subdivision Development Agreement for this subdivision; and

WHEREAS, the final plat for this development was conditionally approved by Common Council on September 20, 2022; and

WHEREAS, the final plat includes the dedication of land in the southeast corner of the subdivision, known as Outlot 4 (26,309 +/- square feet) to City; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned subdivision development known as Cape Crossing; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the Subdivider.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2022 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Stu</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;">10/18/22</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT TO R- 3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT</p> <p style="text-align: center;">(SPECIFICALLY LOCATED AT 8979 SOUTH 42ND STREET)</p> <p style="text-align: center;">(APPROXIMATELY 1.507 ACRES)</p> <p style="text-align: center;">(CHRISTIAN S. SARTLER AND KAREN R. SARTLER, APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.2.</p>

At its October 6, 2022, regular meeting, the Plan Commission carried a motion to recommend approval of this rezoning request, the vote was 4-1-1: four ‘ayes’, one ‘nay’ and one absence.

If this rezoning request is approved, the applicant would still need to obtain approval of a Natural Resource Special Exception (NRSE) to allow for the proposed detached garage and associated impacts to the existing shore buffer, wetland buffer and setback.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2022-_____, to amend the Unified Development Ordinance (zoning map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-family Residence District and C-1 Conservancy District to R-3 Suburban/Estate Single-family Residence District (specifically located at 8979 South 42nd Street) (approximately 1.507 acres) (Christian S. Sartler and Karen R. Sartler, applicants)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-19-22]

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF
LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE
DISTRICT AND C-1 CONSERVANCY DISTRICT TO R-3
SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT
(SPECIFICALLY LOCATED AT 8979 SOUTH 42ND STREET)
(APPROXIMATELY 1.507 ACRES)
(CHRISTIAN S. SARTLER AND KAREN R. SARTLER, APPLICANTS)

WHEREAS, Christian S. Sartler and Karen R. Sartler having petitioned for the rezoning of approximately 1.507 acres of land, from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District (northern portion of the property) to R-3 Suburban/Estate Single-Family Residence District, such land specifically located at 8979 South 42nd Street; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 6th day of October, 2022, 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 land specifically located at 8979 South 42nd Street, described below, be changed from R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District (northern portion of the property) to R-3 Suburban/Estate Single-Family Residence District:

A parcel of land in the South 1/2 of the Northwest 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee

County, Wisconsin, bounded and described as follows:

Commencing at a point in the West line of said 1/4 Section, which is North 00 degrees 17 minutes West 595.35 feet of the Southwest corner of said 1/4 Section, running thence North 00 degrees 17 minutes West along the West Line of said 1/4 Section 185 feet to a point; thence North 88 degrees 31 minutes 39 seconds East and parallel to the South line of said 1/4 Section, 355 feet to a point; thence South 00 degrees 17 minutes East and parallel to the West line of said 1/4 Section, 185 feet to a point and thence South 88 degrees 31 minutes 39 seconds West and parallel to the South line of said 1/4 Section, 355 feet to the place of beginning, reserving therefrom the West 45 feet and the East 30 feet for street or highway purposes.

Tax Key No.: 854-9952-000.

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 _____, 2022, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022

APPROVED

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of October 6, 2022

Rezoning

RECOMMENDATION: City Development Staff recommends denial of this rezoning request due to a navigable waterway in the area to be rezoned.

Table with 2 columns: Field Name and Value. Fields include Project Name, Address Location, Tax Key #, Current zoning, Proposed zoning, Property Owner, Applicant Name, Assigned Planner, Submittal Date, and Application Number.

Introduction:

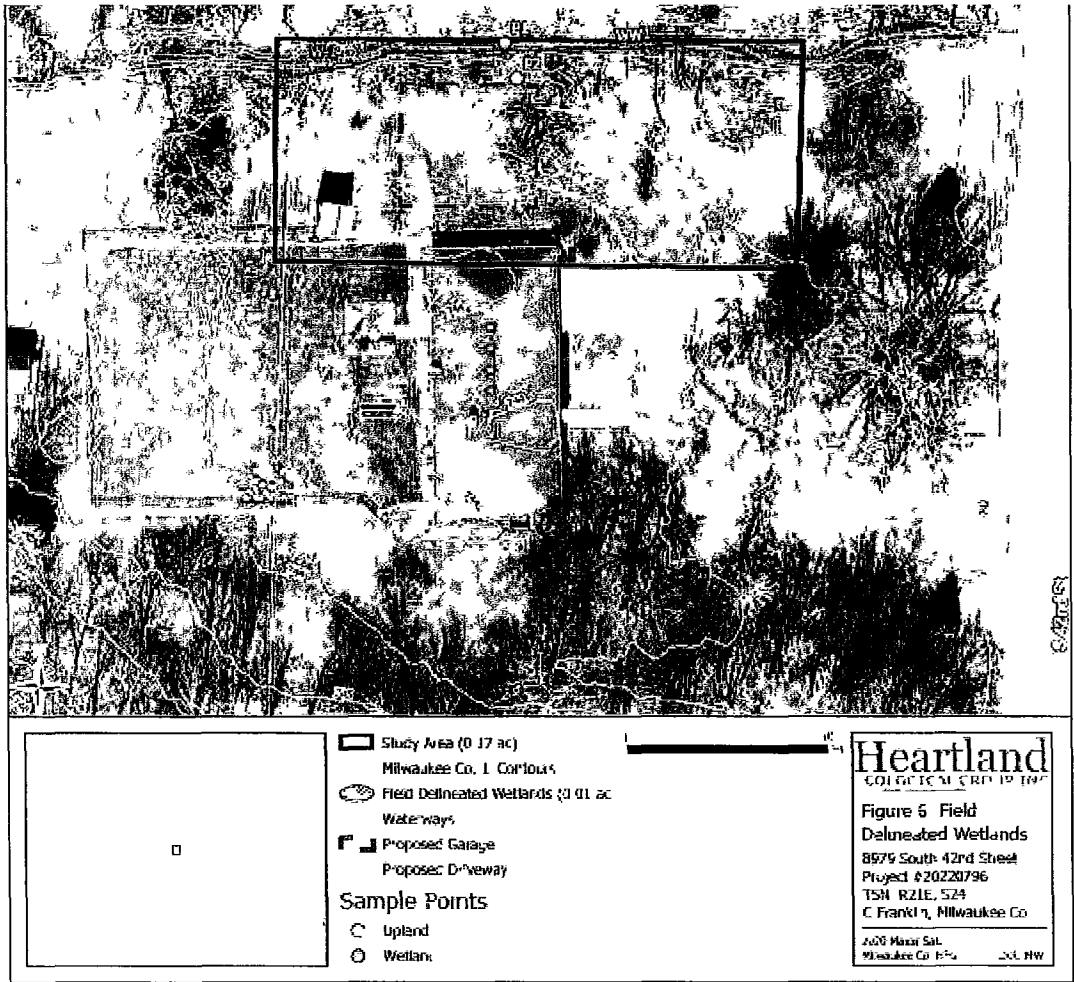
The subject property is zoned R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District. The C-1 zoning area is located in the north end of this property where the owner is proposing to build a detached garage and driveway, but the C-1 zoning district does not allow for accessory structures. Therefore, the applicant is requesting this rezoning to remove the C-1 zoning designation. The C-1 is an obsolete zoning district because it exists only in the zoning map without any specific development standards in the zoning ordinance text.

It can be noted that the C-1 zoning text had been removed from the City’s Unified Development Ordinance (UDO), because the C-1 zoning district boundaries had become inaccurate. However, the City’s zoning map had not been revised at that time. Therefore, it has become common practice for the City to require rezoning to remove the C-1 district from the City’s zoning map when a new project with more accurate information becomes available.

Natural Resources:

The applicant submitted a wetland delineation report for the study area adjacent to the proposed improvements, specifically 0.17 acres (appendix 1) The environmental consultant (Heartland Ecological Group, Inc) identified one wetland (W-1) and one waterway (WW1) in the study area. It is highly likely that this waterway is navigable per e-mail communication from the Department of Natural Resources (DNR), appendix 2. The UDO requires a 75-foot shore buffer from any navigable waterway where land disturbances are not allowed This waterway and its shore buffer run along the

north property line and cover most of the C-1 area to be rezoned, therefore this area is subject to natural resource protection.



Field delineated wetlands by Heartland Ecological Group Inc.

Comprehensive Master Plan Consistency

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject property as ‘Residential’ with the southwest part of it as ‘Areas of Natural Resource Features’.

Given that the existing waterway appears to be navigable, it can be noted that the proposed rezoning is not consistent with the following goals, objectives and recommendations set forth within the Comprehensive Master Plan:

#1 Protect environmental resources

Chapter 3: Agricultural, Natural, and Cultural Resources (page 3-56)

- o *Discourage incompatible development and alteration of floodplains, lakes, rivers and streams, wetlands, shorelands, steep slopes, and woodland areas so as to preserve the*

integrity of these resources and to promote the ecological value of these assets, and to minimize adverse impacts upon adjacent properties

Staff comment: The existing waterway and shore buffer are protected natural resources, approval of this rezoning request for construction of a garage is incompatible with this objective.

#2 *It is recommended that the following zoning map related issues be considered and/or be the subject of further study by the City when a reasonable opportunity arises*
Chapter 5: Land Use (page 5-87).

o *Eliminate the C-1 zoning district*

Staff comment: As noted earlier, since the C-1 zoning district is obsolete, it is a common practice to remove the C-1 district from the City's zoning map when more accurate information becomes available. However, staff does not recommend removal of the C-1 conservancy district in this case, due to the presence of navigable waterway WW1.

Recommendation:

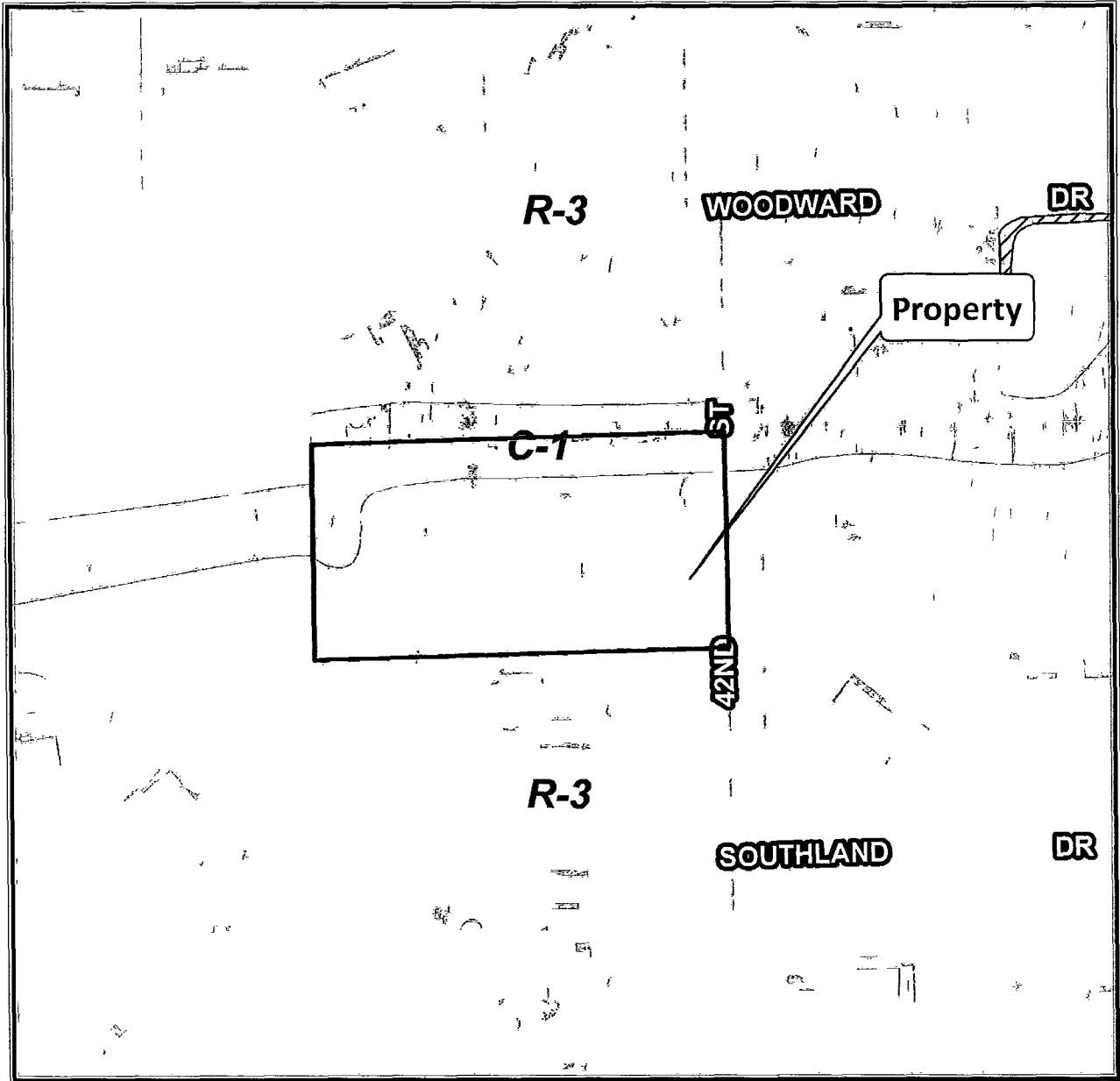
A motion to recommend denial of the proposed rezoning due to the presence of a navigable waterway in the area to be rezoned.

If this rezoning request is approved, the applicant would still need to obtain approval of a Natural Resource Special Exception to allow for impacts to the shore buffer.

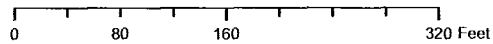
Appendixes:

1. Assured wetland delineation report by Heartland Ecological Group Inc, July 20, 2022.
Excluding appendixes B through E.
2. E-mail from the Department of Natural Resources dated September 8, 2022

8979 S. 42nd Street
TKN: 854 9952 000



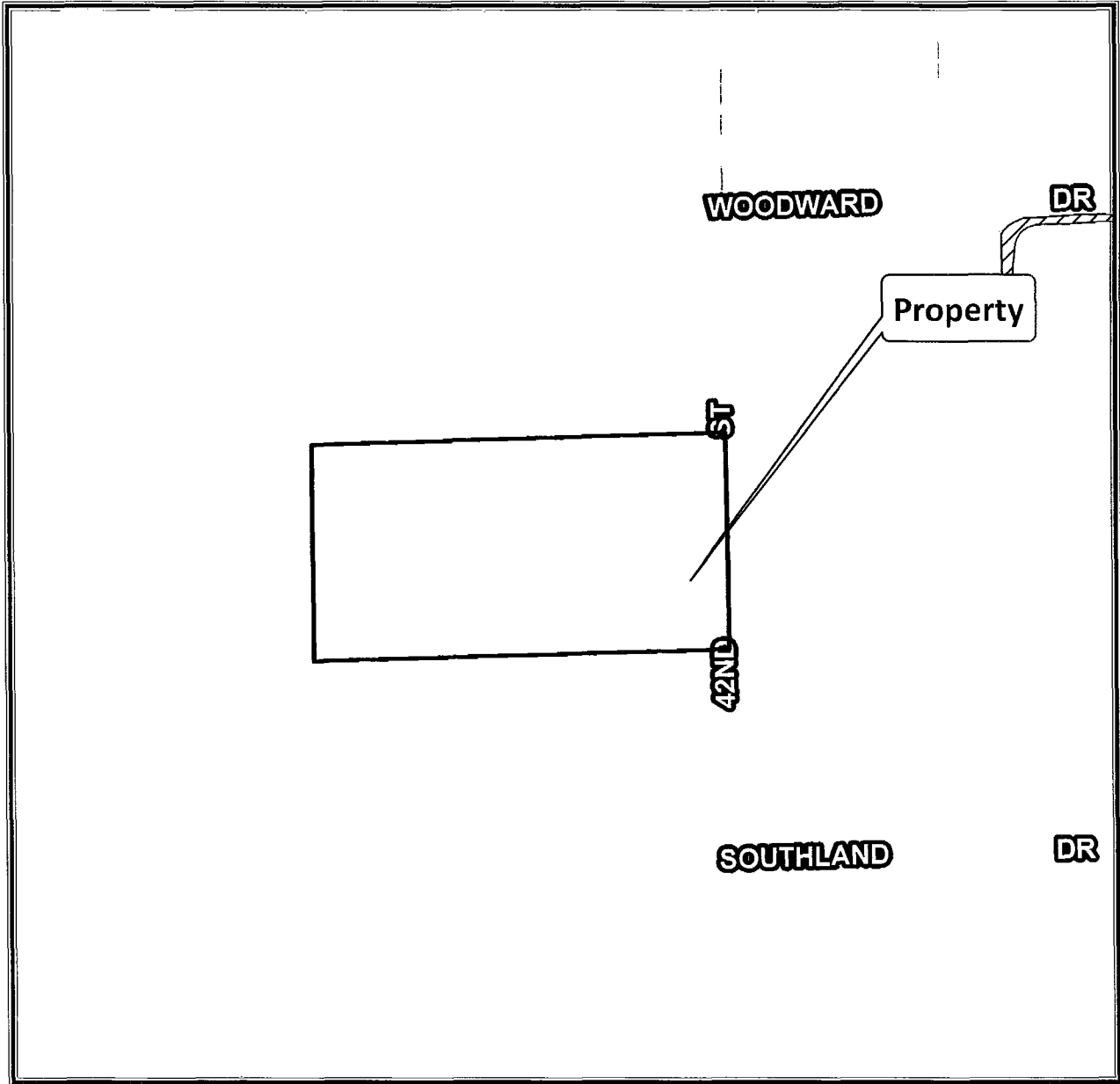
Planning Department
(414) 425-4024



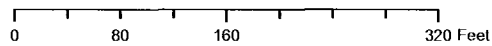
2021 Aerial Photo

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

8979 S. 42nd Street
TKN: 854 9952 000



Planning Department
(414) 425-4024



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



Assured Wetland Delineation Report

8979 42nd Street Site

City of Franklin, Milwaukee County, Wisconsin

July 20, 2022

Project Number: 20220796

8979 42nd Street Site

City of Franklin, Milwaukee County, Wisconsin

July 20, 2022

Prepared for:

Limitless Property Works

Mr. Kevin Ellertson

P.O. Box 85185

Racine, WI 53408

Prepared by:

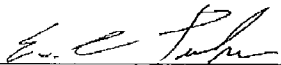
Heartland Ecological Group, Inc.

506 Springdale Street

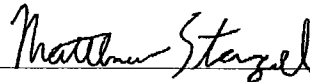
Mount Horeb, WI 53572

608-490-2450

www.heartlandecological.com



Eric C. Parker, Principal



Matt Stangel, Environmental Scientist

Table of Contents

1.0	Introduction	4
2.0	Methods	5
2.1	Wetlands	5
3.0	Results and Discussion	6
3.1	Desktop Review	6
	Table 1. Summary of NRCS Mapped Soils within the Study Area	7
3.2	Field Review	7
	Table 2. Summary of Wetlands Identified within the Study Area	8
3.3	Other Considerations	9
4.0	Conclusion	10
5.0	References	11

Appendix A | Figures and NAIP Imagery

Appendix B | APT Analysis

Appendix C | Wetland Determination Data Sheets

Appendix D | Site Photographs

Appendix E | Delineator Qualifications



1.0 Introduction

Heartland Ecological Group, Inc. (“Heartland”) completed an assured wetland determination and delineation on the 8979 South 42nd Street site on July 14, 2022 at the request of Limitless Property Works (LPW). Fieldwork was completed by Eric C. Parker, SPWS, an assured delineator qualified via the Wisconsin Department of Natural Resources’ (WDNR’s) Wetland Delineation Assurance Program (Appendix E, Qualifications). The 0.17-acre site (the “Study Area”) is southwest of the intersection of West Woodward Drive and South 42nd Street, in the northwest ¼ of Section 24, T5N, R21E, City of Franklin, Milwaukee County, WI (Figure 1, Appendix A). The purpose of the wetland delineation was to determine the location and extent of wetlands and waterways within the Study Area.

One (1) wetland area, located along a ditch-waterway, was delineated and mapped within the Study Area (Figure 6, Appendix A). Delineated wetlands continue outside the Study Area to the east and west. No water bodies were observed in the Study Area. Wetlands and waterways in the Study Area appeared to be artificial in origin.

Wetlands, waterways, and water bodies discussed in this report may be subject to federal regulation under the jurisdiction of the U.S. Army Corps of Engineers (USACE), state regulation under the jurisdiction of the WDNR, and local zoning authorities. Heartland recommends this report be submitted to local authorities, the WDNR, and USACE for final jurisdictional review and concurrence.



2.0 Methods

2.1 Wetlands

Wetlands were determined and delineated using the criteria and methods described in the USACE Wetlands Delineation Manual, T.R. Y-87-1 ("1987 Corps Manual") and the applicable *Regional Supplement to the Corps of Engineers Wetland Delineation Manual*. In addition, the *Guidance for Submittal of Delineation Reports to the St. Paul District USACE and the WDNR* (WDNR, 2015) was followed in completing the wetland delineation and report.

Determinations and delineations utilized available resources including the U.S. Geological Survey's (USGS) *WI 7.5 Minute Series (Topographic) Map* (Figure 2, Appendix A), the Natural Resource Conservation Service's (NRCS) Soil Survey Geographic Database (SSURGO), U.S. Department of Agriculture's (USDA) *Web Soil Survey* (Figure 3, Appendix A), the WDNR's *Surface Water Data Viewer's* wetland indicator data layer (Figure 4, Appendix A), the WDNR's *Wisconsin Wetland Inventory* data layer (Figure 5, Appendix A), and aerial imagery available through the USDA Farm Service Agency's (FSA) National Agriculture Imagery Program (NAIP) (Appendix A). The USGS *National Hydrography Dataset* is included on Figures 2 and 5, Appendix A.

Wetland determinations were completed on-site at sample points, often along transects, using the three (3) criteria (vegetation, soil, and hydrology) approach per the 1987 Corps Manual and the Regional Supplement. Procedures in these sources were followed to demonstrate that, under normal circumstances, wetlands were present or not present based on a predominance of hydrophytic vegetation, hydric soils, and wetland hydrology.

Recent weather conditions influence the visibility or presence of certain wetland hydrology indicators. An assessment of recent precipitation patterns helps to determine if climatic/hydrologic conditions were typical when the field investigation was completed. Therefore, a review of the antecedent precipitation in the 90 days leading up to the field investigation was completed. Using an Antecedent Precipitation Tool (APT) analysis developed by the USACE (Deters & Gutenson 2021), the amount of precipitation in these 90 days were compared to averages and standard deviation thresholds over the past 30 years to generally represent if conditions encountered during the investigation were normal, wet, or dry. Recent precipitation events in the weeks prior to the investigation were considered while interpreting wetland hydrology indicators. The Palmer Drought Severity Index (PDSI)



was calculated as part of the APT analysis to determine long-term drought or moist conditions (NOAA, 2018).

The uppermost wetland boundaries were identified and marked with wetland flagging. Wetland boundaries and sample point locations were recorded with a Global Navigation Satellite System (GNSS) receiver capable of sub-meter accuracy. In some cases, wetland flagging was not utilized to mark the boundary and the location was only recorded with a GNSS receiver, particularly in active agricultural and regularly mowed areas. The GNSS data was then used to map the wetlands using ESRI ArcGIS Pro™ 3.0.0 software.

3.0 Results and Discussion

3.1 Desktop Review

Climatic Conditions

According to the APT analysis using the previous 90 days of precipitation data, conditions encountered at the time of the fieldwork were expected to be normal for the time of year (Appendix B). The Palmer Drought Severity Index was calculated as part of the APT analysis and the long-term conditions at the time of the fieldwork were in the moderate drought range. Fieldwork was completed within the dry-season based on long-term regional hydrology data utilized in the WebWIMP Climatic Water Balance computed as part of the APT analysis.

General Topography and Land Use

The topography within the Study Area was somewhat flat, with a ditch along its north perimeter. A topographic high of approximately 744 feet above mean sea level (msl) is present on a hill near the western edge of the Study Area, while a topographic low of approximately 740 feet above msl is in the ditch along the northern edge of the Study Area (Figures 2 and 6, Appendix A) Land uses within and adjacent to the Study Area were noted to be primarily wooded residential. General drainage is to the east toward Oak Creek, which lies approximately 800 feet east of the Study Area.

Soil Mapping

Soils mapped by the NRCS Soil Survey within the Study Area and their hydric status are summarized in Table 1. Wetlands identified during the field investigation are located



Limitless Property Works
 8979 South 42nd Street Site
 Project # 20220796
 July 20, 2022

primarily within areas mapped as hydric or partially hydric soils including wetland indicator soils (Figures 3 and 4, Appendix A).

Table 1. Summary of NRCS Mapped Soils within the Study Area

Soil symbol: Soil Unit Name	Soil Unit Component	Soil Unit Component Percentage	Landform	Hydric status
BIA: Blount silt loam, 1-3% slopes	Blount	90-98	Moraines	No
	Ashkum	2-10	Depressions	Yes

Wetland Mapping

The Wisconsin Wetlands Inventory (WWI) mapping (Figure 5, Appendix A) does not depict wetlands or waterways within the Study Area. A forested wetland (T3K) area is depicted west of the Study Area. In addition, an NHD Waterway is depicted south of the Study Area.

Previous Delineations and Landowner Contacts

Heartland is not aware of any previous wetland delineations completed in the Study Area. The owner reports that the waterway along the northern edge of the Study Area was constructed to convey stormwater east to Oak Creek from the subdivision that lies to the west.

Aerial Photography

Reviewing the NAIP imagery, there does not appear to have been significant changes in the Study Area since 2005.

3.2 Field Review

One (1) wetland area, associated with a likely excavated waterway, was identified and delineated within and adjacent to the Study Area. Wetland determination data sheets (Appendix C) were completed at two (2) sample points that were representative of the wetland and upland conditions near the boundary and where potential wetlands may be present based on the desktop review and field reconnaissance. Appendix D provides photographs, typically at the sample point locations of the wetlands and adjacent uplands. Other photographs of observed ditch wetlands and key plant species that provide evidence the growing season is underway are also included. The wetland boundary and sample point



Limitless Property Works
 8979 South 42nd Street Site
 Project #: 20220796
 July 20, 2022

locations are shown on Figure 6 (Appendix A) and the wetlands are summarized in Table 2 and detailed in the following sections.

Table 2. Summary of Wetlands Identified within the Study Area

Wetland ID	Wetland Description	*Surface Water Connections	*NR151 Protective Area	Acreage (on-site)
W-1	Shrub Carr	Contiguous with an Unnamed Tributary to Oak Creek	Less susceptible, 10-30 feet	0.01
<i>*Classification based on Heartland's professional opinion. Jurisdictional authority of wetland and waterway protective areas under NR 151 lies with the WDNR. Local zoning authorities may have additional restrictions. USACE has authority for determining federal jurisdiction of wetlands and waterways.</i>				0.01

Wetland 1 (W-1)

Wetland 1 (W-1) is an approximately 0.01 acre shrub carr associated with a ditch waterway along the northern edge of the Study Area. The boundary of W-1 followed a well-defined topographic break that comprises the channel of the ditch waterway.

W-1 was dominated by black raspberry (*Rubus occidentalis*, UPL), prickly gooseberry (*Ribes cynosbati*, FAC), creeping Charlie (*Glechoma hederacea*, FACU), orange jewelweed (*Impatiens capensis*, FACW), and rice cut-grass (*Leersia oryzoides*, OBL). The wetland vegetation parameter was met based on most dominant species being hydrophytic.

The Depleted Below Dark Surface (A110 and Depleted Matrix (F3) hydric soil indicators were noted in W-1, which is not consistent with the Blount silt loam (BIA) soil type that is mapped in the Study Area. The hydric soil parameter was met based on meeting a hydric soil indicator.

The primary wetland hydrology indicators of Standing Water (A1), High Water Table (A2), Saturation (A3), and Drift Deposits (B3) were noted at the sample point completed in W-1. In addition, the secondary indicators included Drainage Patterns (B11) and Geomorphic Position (D2). Therefore the wetland hydrology parameter was met throughout W-1.



3.3 Other Considerations

This report is limited to the identification and delineation of wetlands within the Study Area. Other regulated environmental resources that result in land use restrictions may be present within the Study Area that were not evaluated by Heartland (e.g. navigable waterways, floodplains, cultural resources, and threatened or endangered species).

Wisconsin Act 183 provides exemptions to permitting requirements for certain nonfederal wetlands. Nonfederal wetlands are wetlands that are not subject to federal jurisdiction. Exemptions apply to projects in urban areas with wetland impacts up to 1-acre per parcel. An urban area is defined as an incorporated area; an area within ½ mile of an incorporated area; or an area served by a sewerage system. Exemptions for nonfederal wetlands also apply to projects in rural areas with wetland impacts up to three (3) acres per parcel. Exemptions in rural areas only apply to structures with an agricultural purpose such as buildings, roads, and driveways. The determination of federal and nonfederal wetlands MUST be made by the USACE through an Approved Jurisdictional Determination (AJD). This report may be submitted to the USACE to assist with their determination.

Wis. Adm. Code NR 151 ("NR 151") requires that a "protective area" (buffer) be determined from the Ordinary High-Water Mark (OHWM) of lakes, streams and rivers, or at the delineated boundary of wetlands. Per NR 151.12, the protective area width for "less susceptible" wetlands is determined by using 10% of the average wetland width, no less than 10 feet or more than 30 feet. "Moderately susceptible" wetlands, lakes, and perennial and intermittent streams identified on recent mapping require a protective area width of 50 feet; while "highly susceptible wetlands" are associated with outstanding or exceptional resource waters in areas of special natural resource interest and require protective area width of 75 feet. Table 2 above lists the potential wetland buffers per NR 151 for each wetland identified based on Heartland's professional opinion. Please note that jurisdictional authority on wetland and waterway protective areas under NR 151 lies with the WDNR. Local zoning authorities and regional planning organizations may have additional land use restrictions within or adjacent to wetlands



4.0 Conclusion

Heartland completed an assured wetland determination and delineation on the 8979 South 42nd Street site on July 14, 2022 at the request of LPW. Fieldwork was completed by Eric C. Parker, SPWS, an assured delineator qualified via the WDNR's Wetland Delineation Assurance Program (Appendix E, Qualifications). The 0.17-acre Study Area is southwest of the intersection of West Woodward Drive and South 42nd Street, in the northwest ¼ of Section 24, T5N, R21E, City of Franklin, Milwaukee County, WI (Figure 1, Appendix A).

One (1) wetland area, located along a ditch-waterway, was delineated and mapped within the Study Area (Figure 6, Appendix A). Delineated wetlands continue outside the Study Area to the east and west. No water bodies were observed in the Study Area. Wetlands and waterways in the Study Area appeared to be artificial in origin.

Wetlands, waterways, and water bodies discussed in this report may be subject to federal regulation under the jurisdiction of the USACE, state regulation under the jurisdiction of the WDNR, and the local zoning authority. Heartland recommends this report be submitted to the USACE and WDNR for final jurisdictional review and concurrence. Review by local authorities may be necessary applicable zoning and setback restrictions.

Heartland recommends that all applicable regulatory agency reviews and permits are obtained prior to beginning work within the Study Area or within or adjacent to wetlands or waterways. Heartland can assist with evaluating the need for additional environmental reviews, surveys, or regulatory agency coordination in consideration of the proposed activity and land use as requested but is outside of the scope of the wetland delineation.

Experienced and qualified professionals completed the wetland determination and delineation using standard practices and professional judgment. Wetland boundaries may be affected by conditions present within the Study Area at the time of the fieldwork. All final decisions on wetlands and their boundaries are made by the USACE, the WDNR, and/or sometimes a local unit of government. Wetland determination and boundary reviews by regulatory agencies may result in modifications to the findings presented to the Client. These modifications may result from varying conditions between the time the wetland delineation was completed and the time of the review. Factors that may influence the findings may include but not limited to precipitation patterns, drainage modifications, changes or modification to vegetation, and the time of year.



5.0 References

- Deters, J. & Gutenson, J. (2021). Antecedent Precipitation Tool (APT) [Electronic Source: python source code]. See: [GitHub - jDeters-USACE/Antecedent-Precipitation-Tool](#):
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Limitless Property Works
8979 South 42nd Street Site
Project #. 20220796
July 20, 2022

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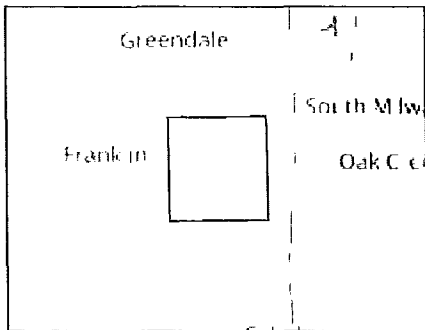
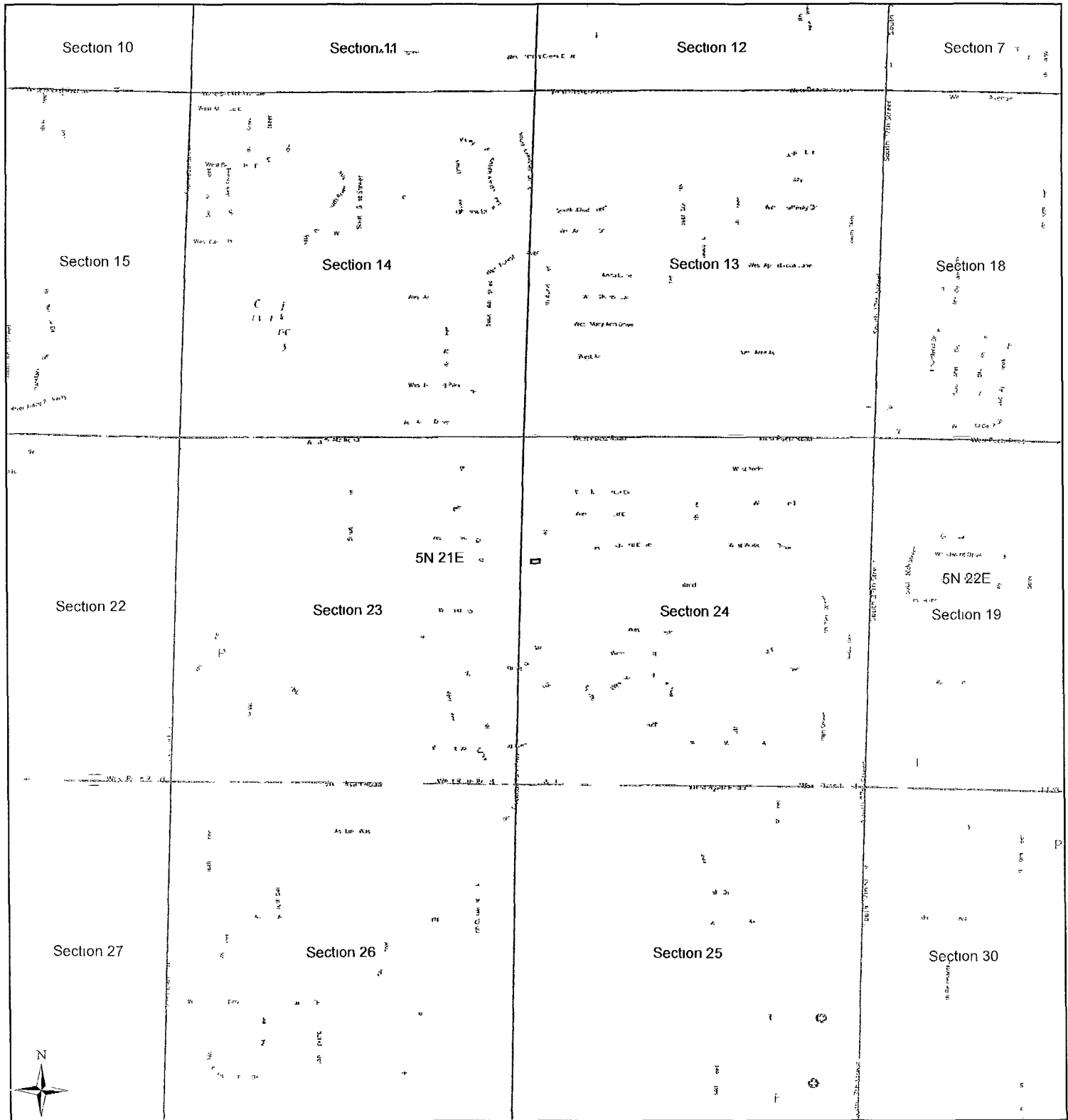
<https://www.arcgis.com/home/item.html?id=16119ac2100c4286ab8219bf03377ebf>.

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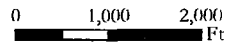


Limitless Property Works
8979 South 42nd Street Site
Project #: 20220796
July 20, 2022

Appendix A | Figures and NAIP Imagery



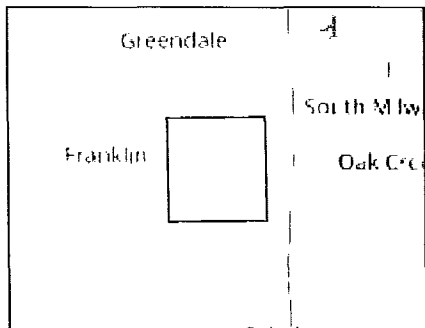
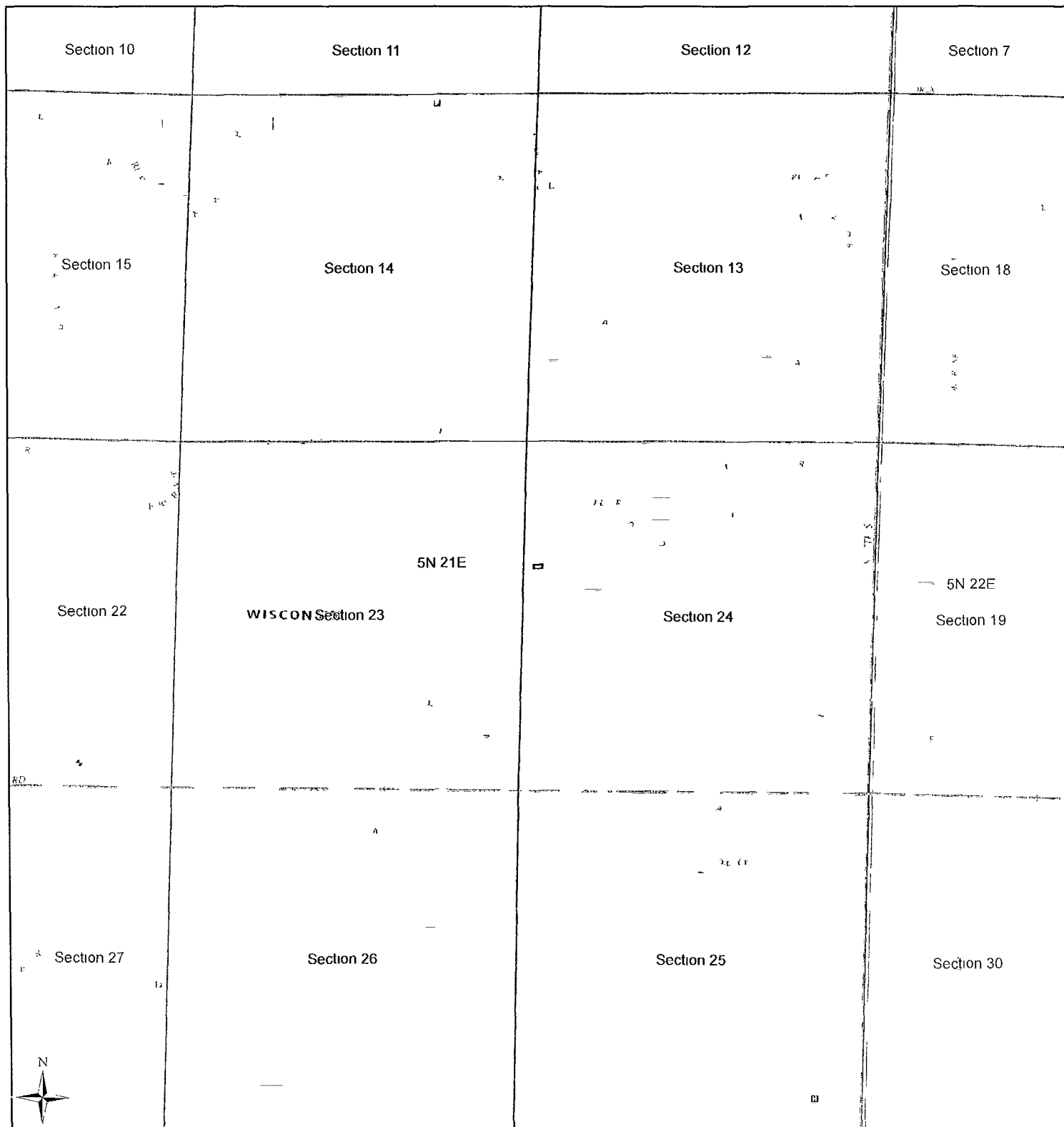
- Study Area (0.17 ac)
- Township
- Section



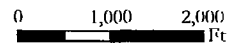
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Figure 1. Project Location
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

OpenStreetMap
ESRI LRR MW



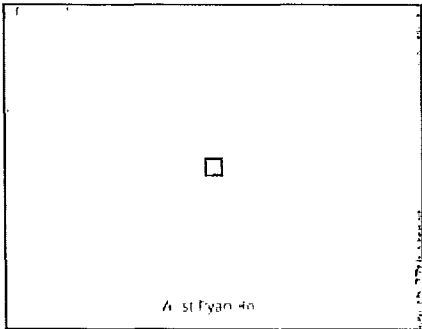
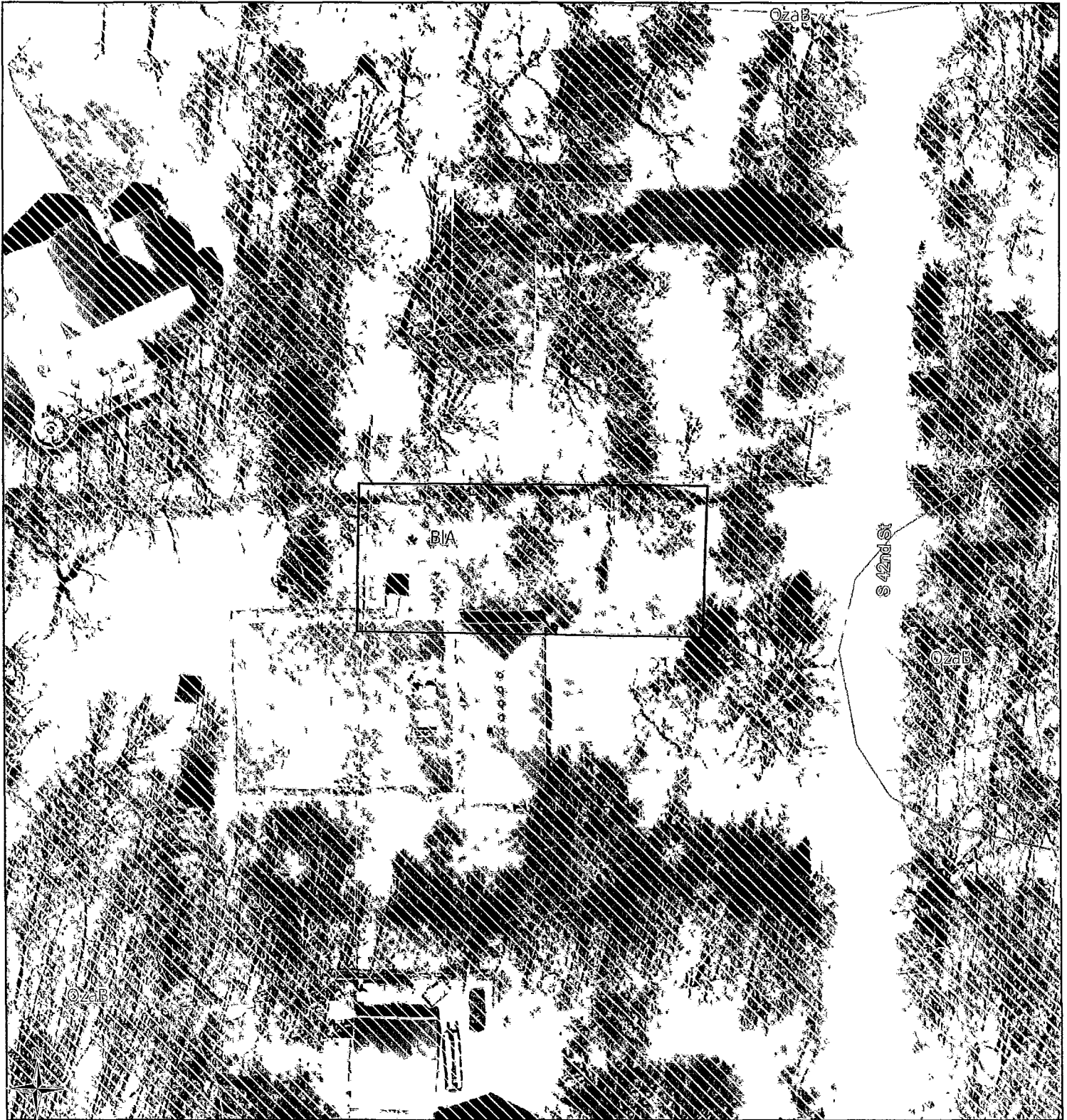
- Study Area (0.17 ac)
- Township
- Section



Heartland
 ECOLOGICAL GROUP INC

Figure 2. USGS
 Topography
 8979 South 42nd Street
 Project #20220796
 T5N, R21E, S24
 C Franklin, Milwaukee Co

USGSTopo
 USGS LRR MW



Study Area (0.17 ac)

NRCS Soil Survey Data

- Hydric (100%)
- Predominantly Hydric (85-99%)
- Partially Hydric (16-84%)
- Predominantly Non-Hydric (1-15%)
- Non-Hydric (0%)

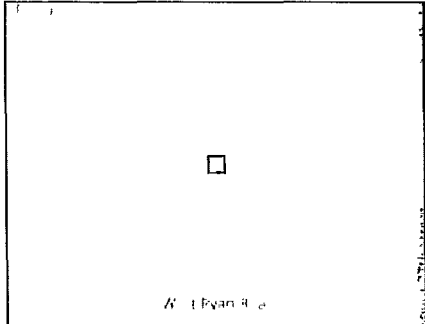


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Figure 3. NRCS
Hydric Soils
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co



S 42nd St



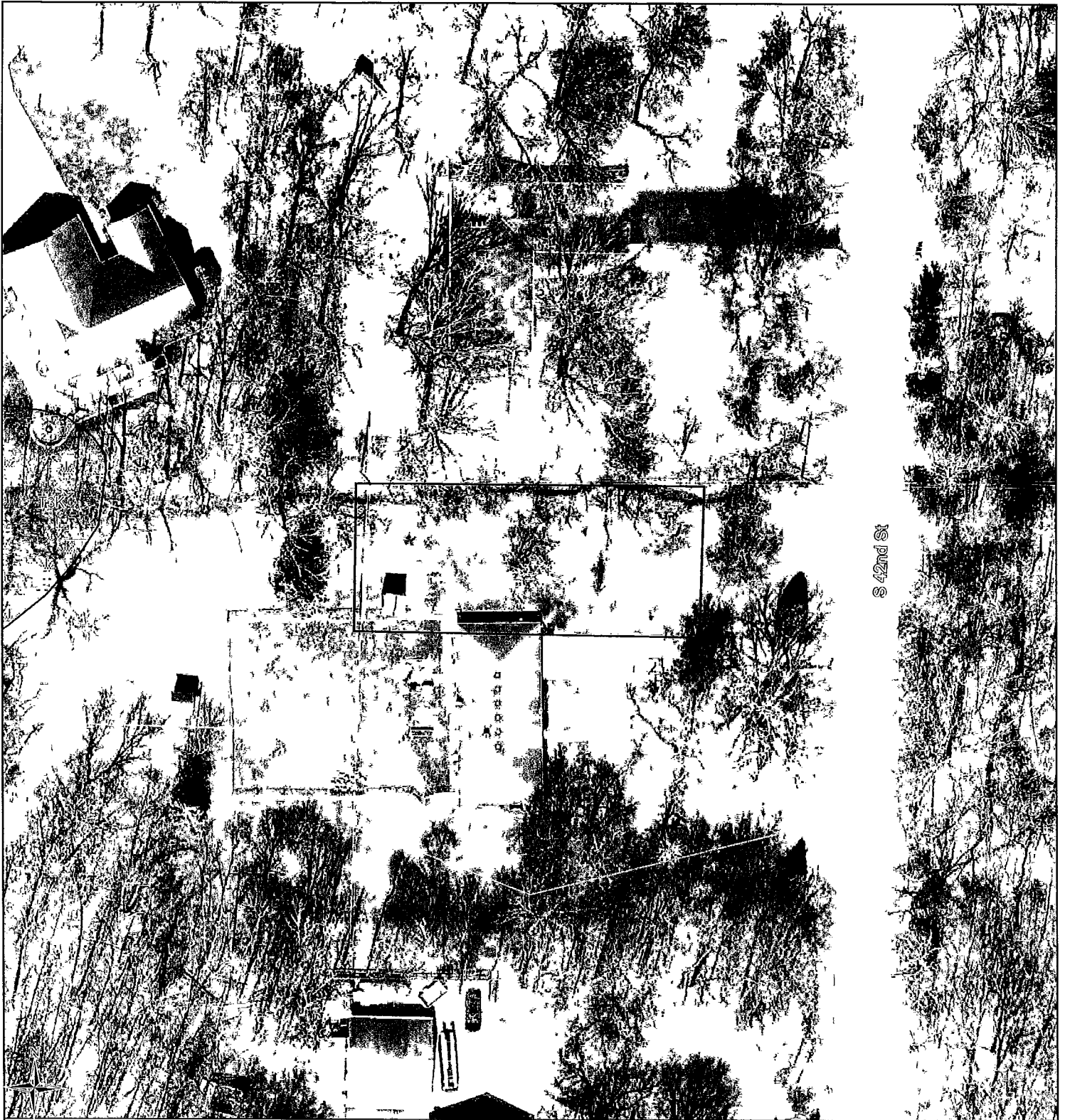
Study Area (0.17 ac)
SWDV Wetland Indicators



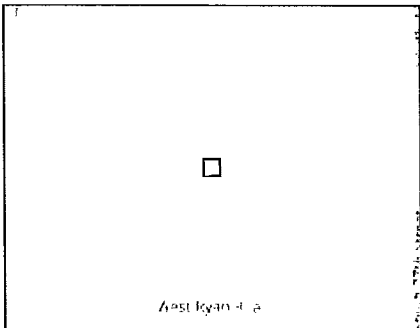
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




Figure 4. SWDV
Wetland Indicators
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2020 Maxar Sat.
WDNR LRR MW



S 42nd St



-  Study Area (0.17 ac)
-  WWI Wetland Polygons
-  WWI Wetland Points (No Features in Map Extent)
-  NHD Waterway
-  NHD Waterbody (No Features in Map Extent)

0 50 Ft

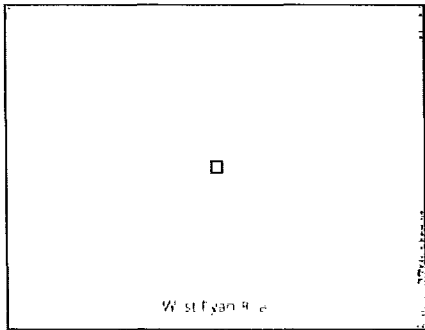
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Figure 5. Wisconsin
Wetland Inventory
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2020 Maxar Sat.
WDNR, USGS LRR MW



S 42nd St



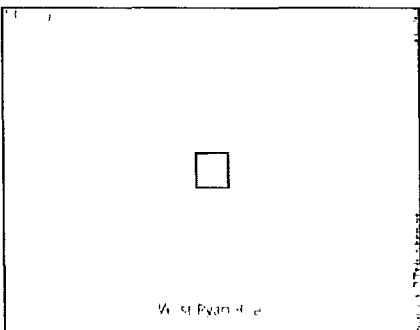
- Study Area (0.17 ac)
- Milwaukee Co 1' Contours
- Field Delineated Wetlands (0.01 ac)
- Waterways
- Proposed Garage
- Proposed Driveway
- Sample Points**
- Upland
- Wetland



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Figure 6. Field Delineated Wetlands
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2020 Maxar Sat.
Milwaukee Co, HEG LRR MW



 Study Area (0.17 ac)

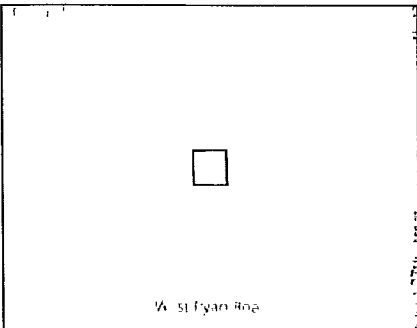
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Appendix: 2005-06-08
NAIP Aerial Imagery

8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2005 NAIP
USDA



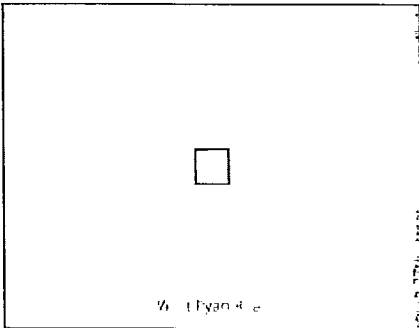
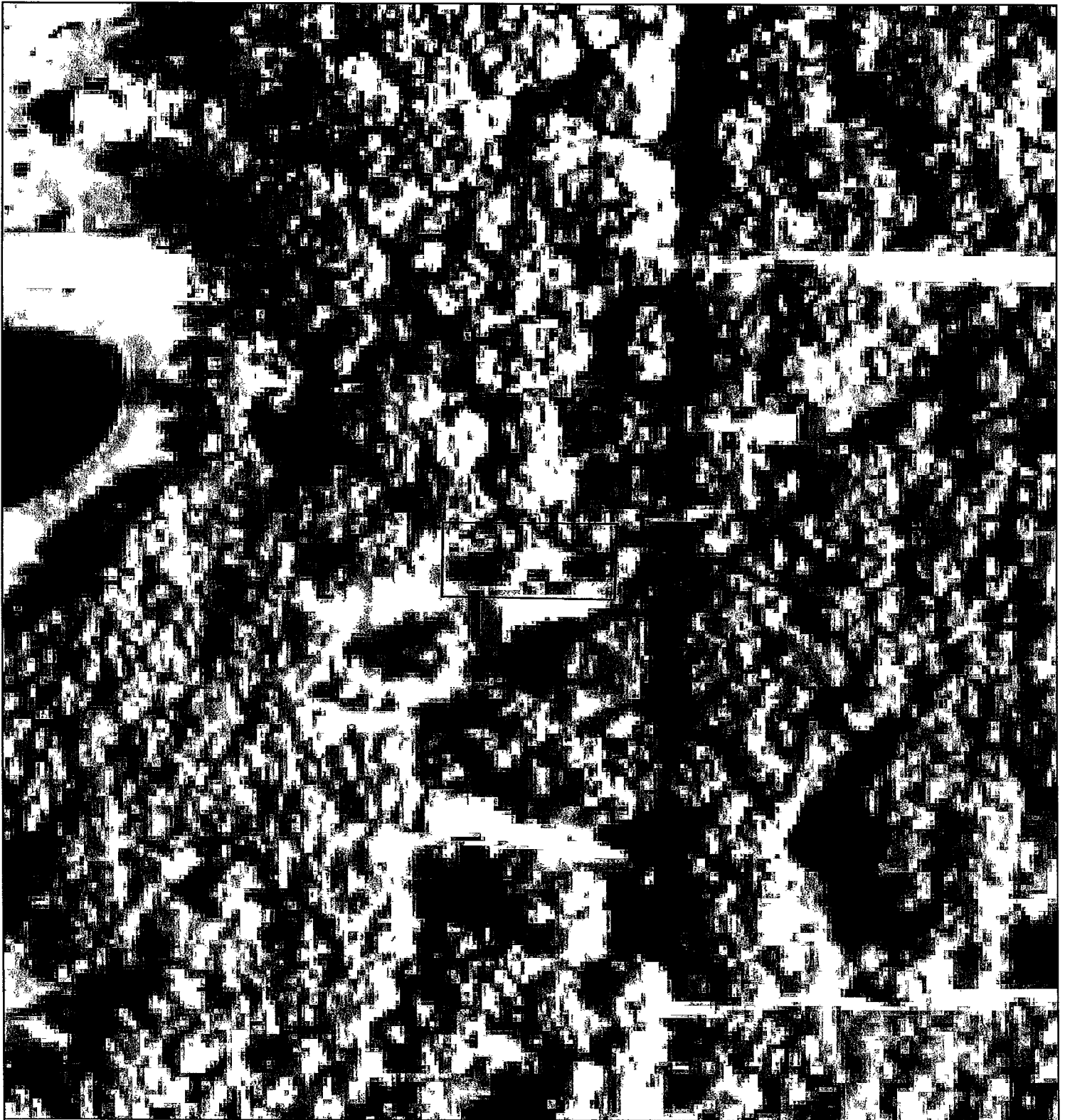
 Study Area (0.17 ac)

0  100 Ft

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Appendix: 2008-07-05
NAIP Aerial Imagery
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2008 NAIP
USDA



 Study Area (0.17 ac)

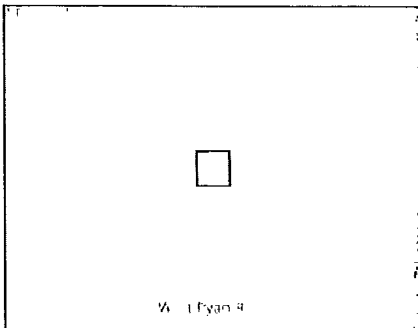
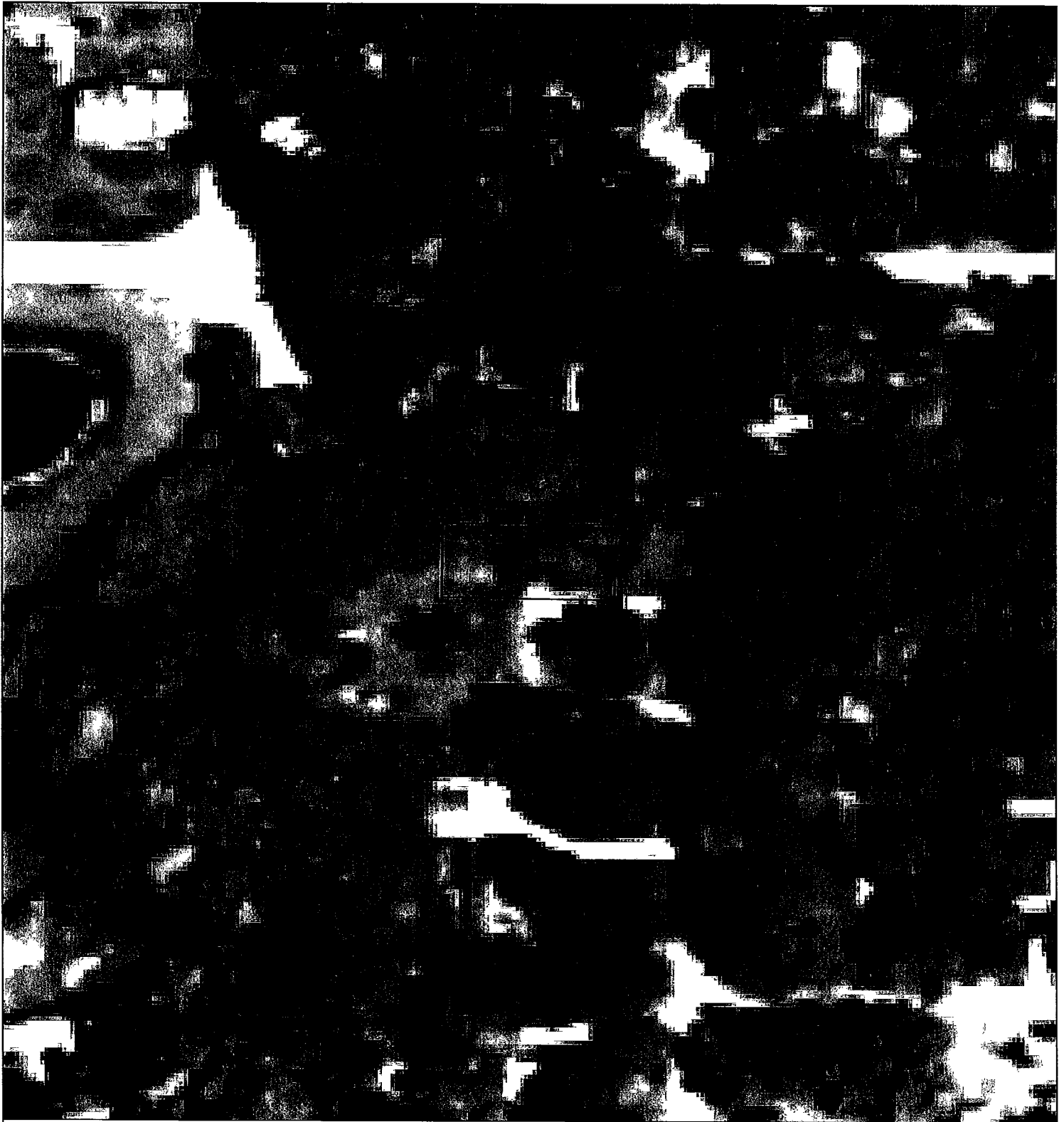
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Appendix: 2010-06-28
NAIP Aerial Imagery

8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2010 NAIP
USDA



 Study Area (0.17 ac)

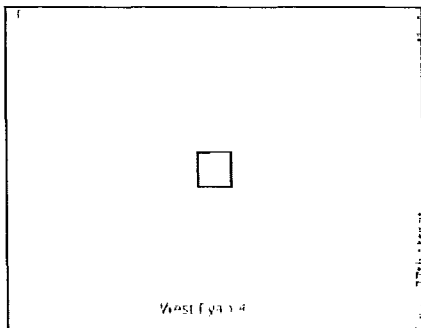
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Appendix: 2013-06-19
NAIP Aerial Imagery

8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2013 NAIP
USDA



 Study Area (0.17 ac)

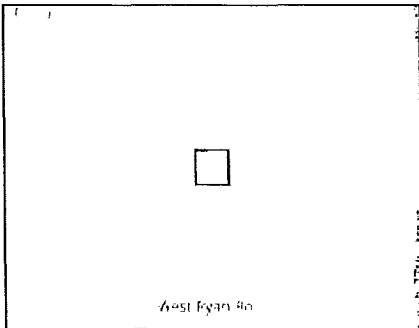
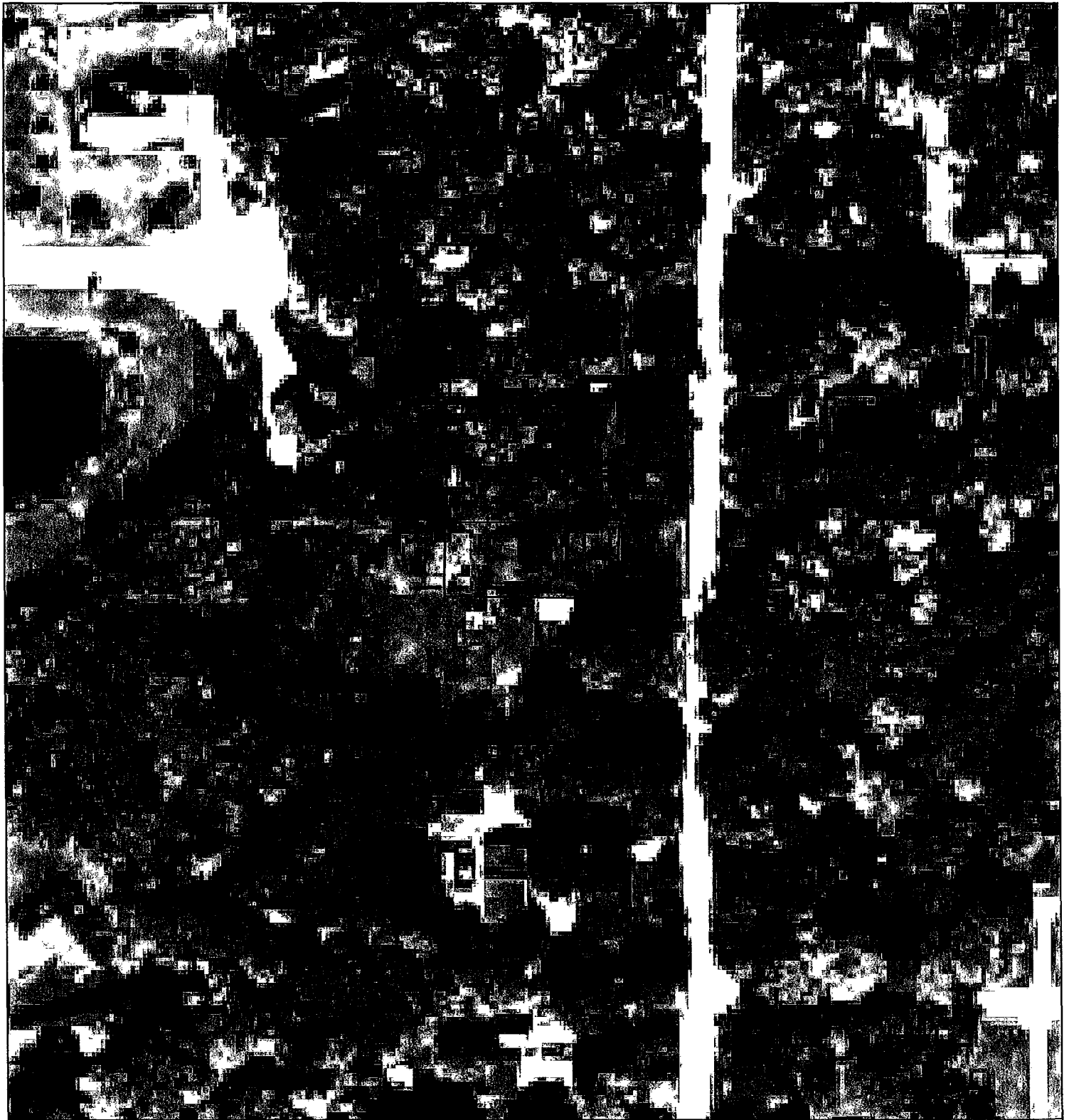
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Appendix: 2015-09-22
NAIP Aerial Imagery

8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2015 NAIP
USDA



 Study Area (0.17 ac)

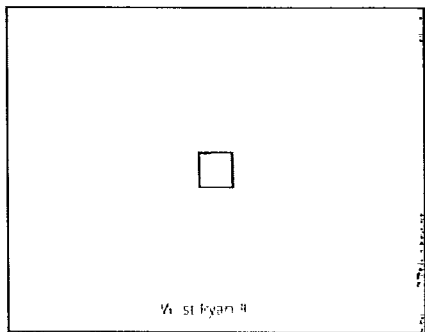
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Appendix: 2017-09-22
NAIP Aerial Imagery

8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2017 NAIP
USDA



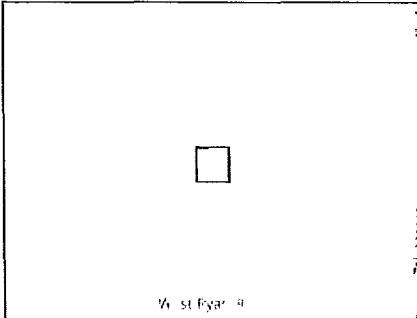
 Study Area (0.17 ac)

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Appendix: 2018-09-14
NAIP Aerial Imagery
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2018 NAIP
USDA



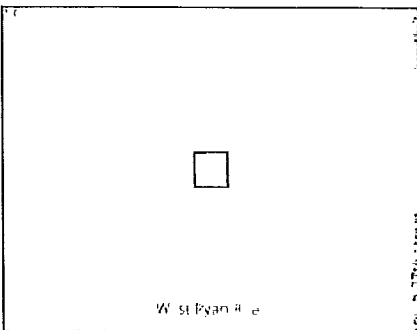
Study Area (0.17 ac)



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Appendix: 2020-05-01
Maxar Sat. Imagery
8979 South 42nd Street
Project #20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2020 Sat. Imagery
Maxar



 Study Area (0.17 ac)

0  100 Ft

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Appendix: 2020-09-02
NAIP Aerial Imagery
8979 South 42nd Street
Project # 20220796
T5N, R21E, S24
C Franklin, Milwaukee Co

2020 NAIP
USDA

Regulo Martinez-Montilva

From: Kramasz, Kathleen M - DNR <Kathleen.Kramasz@wisconsin.gov> on behalf of DNR WMS Public Inquiry <DNRWMSPublicInquiry@wisconsin.gov>
Sent: Thursday, September 8, 2022 7:17 AM
To: stefaniea@limitlesspropertyworks.com
Cc: Masek, Alison M - DNR, Marion Ecks, Dillenburg, Marty R - DNR, Regulo Martinez-Montilva
Subject: RE: Artificial wetland determination/Navigability determination, Franklin, WI

Follow Up Flag: Follow up
Flag Status: Flagged

Stefanie, it does appear that the stream on this property has a defined bed and banks and carries enough water during the spring high water period to float a canoe so it would be considered navigable. I am not sure how this wetland would meet the artificial exemption but it appears that most of the wetland is the actual stream corridor and state statutes prohibit filling in a waterway so no filling in the stream can be done anyway. It is not worth submitting the artificial wetland exemption since this area cannot be filled in.

Please let me know if you have any additional questions.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Kathi Kramasz
 Phone (920) 893 8531
Kathleen.kramasz@wisconsin.gov

From: Stefanie Andersen <stefaniea@limitlesspropertyworks.com>
Sent: Wednesday, September 07, 2022 12:51 PM
To: DNR WMS Public Inquiry <DNRWMSPublicInquiry@wisconsin.gov>, Masek, Alison M - DNR <alison.masek@wisconsin.gov>
Subject: Artificial wetland determination/Navigability determination, Franklin, WI

[Faint, illegible text, possibly a watermark or scanning artifact]

Good afternoon,

We are the general contractor currently trying to obtain building permits for a detached garage build at 8979 S 42ND ST, FRANKLIN, WI

We are in the rezoning application process and were told we needed to submit an assured wetland delineation report to Franklin for review (which has been completed and is attached). Per the email from the City of Franklin found below, in order to apply for permitting we also need to submit the following to them:

- Artificial wetland determination by the Wisconsin Department of Natural Resources (WDNR) and the US Army Corps of Engineers (USACE).
- Navigability determination by the WNDNR.

(Note our wetland delineation reports states that "Heartland recommends this report to be submitted to the USACE and WDNR for final jurisdictional review and concurrence" (page 10).

I'm looking for assistance on how I should go about obtaining the determinations being requested by the City of Franklin. Is there a standard process to complete this, or do you just need a copy of the delineation report?

Any help is greatly appreciation.

Thank you,

Stefanie Andersen
Business Operations Manager
Limitless Property Works
stefaniea@limitlesspropertyworks.com
(414) 540-8200
www.limitlesspropertyworks.com

==== Forwarded message =====

From: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>

To: "Karen Sartler" <ksartler@dmheating.com>

Cc: "Aimee Schlueter" <ASchlueter@franklinwi.gov>, "Marion Ecks" <MEcks@franklinwi.gov>, "Shari Hanneman" <SHanneman@franklinwi.gov>, "Stefanie Andersen" <stefaniea@limitlesspropertyworks.com>, "Kevin

Ellertson" <kevine@limitlesspropertyworks.com>, "csartler@gmail.com" <csartler@gmail.com>, "Steve Olson" <Solson@franklinwi.gov>, "Steve Olson" <steve-olson@wi.rr.com>

Date: Tue, 06 Sep 2022 16:11:16 -0500

Subject: RE: 8979 S 42ND ST

==== Forwarded message =====

Dates added.

Mrs Sartler,

Per our phone conversation, your rezoning application has been scheduled as follows

- **Recommendation and Public Hearing.** Plan Commission October 6, 7:00 pm, in the Common Council Chambers at City Hall.
- **Decision.** Common Council October 18, 6:30 pm, same location.

Since you have submitted the assured wetland delineation report requested by City Development staff, no additional information from your end is required for this rezoning application. If your rezoning

application is approved, you still need to obtain building permits. It is worth noting that you will need to submit the following information to the City Development Department prior to the issuance of building permits:

- Artificial wetland determination by the Wisconsin Department of Natural Resources (WDNR) and the US Army Corps of Engineers (USACE).
- Navigability determination by the WDNR.

Note that the wetland delineation reports states that “Heartland recommends this report to be submitted to the USACE and WDNR for final jurisdictional review and concurrence” (page 10)

For information about other submittal requirements for building permits, please contact the Inspection Services Department at 414-425-0084

Thank you,

Régulo Martínez-Montilva, AICP

Principal Planner - Department of City Development

City of Franklin

9229 W Loomis Road

Franklin, WI 53132

Phone (414) 425 4024 / 427-7564

RMartinez-Montilva@franklinwi.gov



May 12, 2022

City of Franklin
Planning & Zoning Department
9929 W Loomis Rd
Franklin, WI 53132

RE 8979 S 42nd Street, Franklin, WI 53132 (Parcel No 854-9952-000)

To Whom It May Concern

This rezoning application requests to rezone the north portion of 8979 S 42nd Street to solely a R-3 Suburban/Estate Single-Family Residence District to allow for the construction of a detached garage. Currently the area of property falls under a C-1 Conservation zone which does not allow buildings.

The rezoning is requested to construct a 30' by 30' garage on the North side of the house. Interior will be unfinished without power.

If you have any questions regarding this request, please call Kevin at (262) 598-7742. Thank you for your time and help.

Sincerely,

Kevin Ellertson, Owner
Limitless Property Works LLC
General Contractor
(262) 598-7742

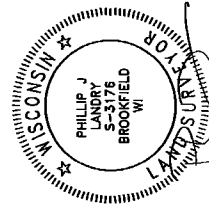
Chris Sartler
Property Owner
8979 S 42nd Street, Franklin, WI 53132
(414) 218-7804

Plat of Survey

Property Description Document No 11137328
 A parcel of land in the South 1/2 of the Northwest 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point in the West line of said 1/4 Section, which is North 00 degrees 17 minutes West 595 35 feet of the Southwest corner of said 1/4 Section, running thence North 00 degrees 17 minutes West along the West line of said 1/4 Section .185 feet to a point, thence North 88 degrees 31 minutes 39 seconds East and parallel to the South line of said 1/4 Section, 355 feet to a point; thence South 00 degrees 17 minutes East and parallel to the West line of said 1/4 Section, 185 feet to a point and thence South 88 degrees 31 minutes 39 seconds West and parallel to the South line of said 1/4 Section, 355 feet to the place of beginning, reserving therefrom the West 45 feet and the East 30 feet for street or highway purposes

LEGEND

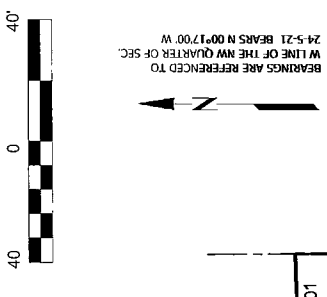
- 3/4"x1/8" IRON ROD SET
- 1.50lbs LINEAL FOOT
- ⊙ MONUMENT FOUND AS NOTED (Measure Outside Diam.)
- ⊙ WELL
- ⊙ GAS METER
- ⊙ ELECTRIC METER
- ⊙ AIR CONDITION
- ⊙ POWER POLE
- ⊙ CHAIN LINK FENCE
- ⊙ EXISTING GAS LINE
- ⊙ EXISTING ELECTRIC LINE



SURVEYOR'S CERTIFICATE

I hereby certify that we surveyed the property described above and that the map is a true representation thereof and shows the size and location of the property, its exterior boundaries. Said survey meets the minimum standards for property surveys of the Wisconsin Administrative Code (4.47) and the map hereon is correct to the best of my knowledge and belief. This Survey is solely for the use of the present owners of the property at the date below

Dated this 28th Day of February, 2022. Phillip J. Landry S-3176

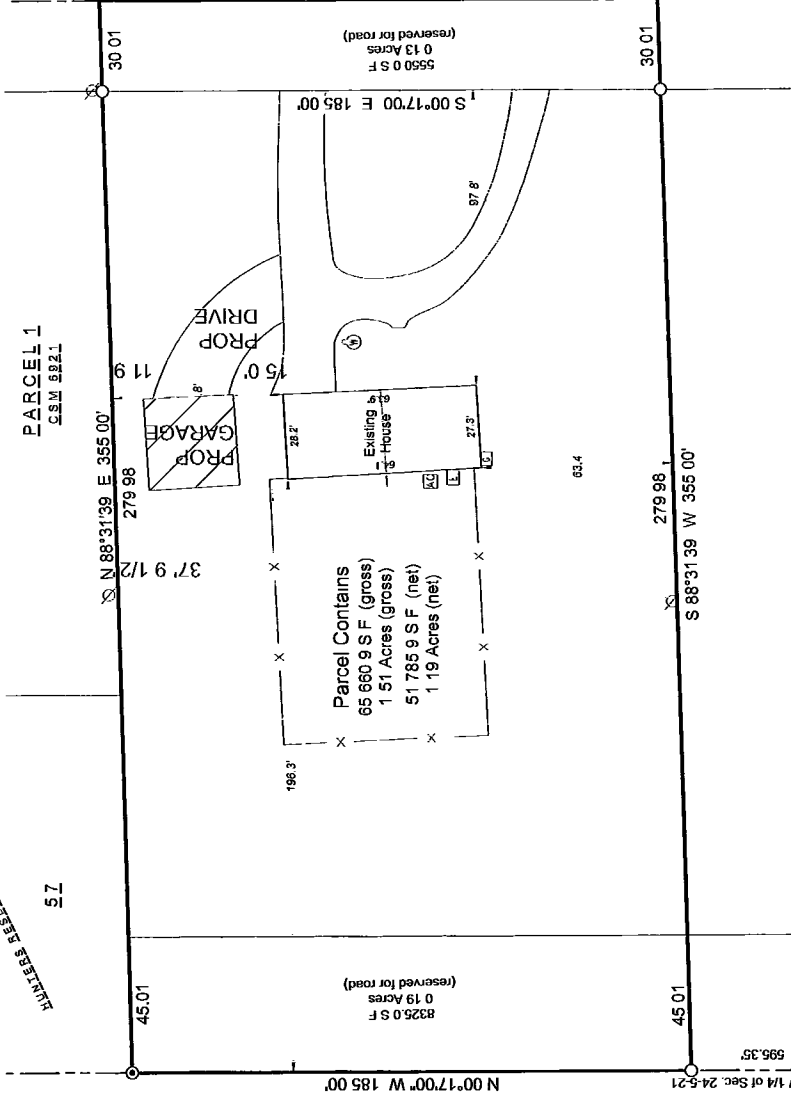


BEARINGS ARE REFERENCED TO
 W LINE OF THE NW QUARTER OF SEC.
 24-5-21 BEARS N 00°17'00" W

PREPARED FOR:
 Limitless Property Works
 PO BOX 85185
 Racine, WI 53408

PROPERTY ADDRESS
 8979 S. 42nd St.
 Franklin, WI 53132

57
 37' 9 1/2"
 279.98
 88°31'39" E 355.00'
 11.9
 196.3'



S 00°17'00" E 185.00'
 S 42 ND ST
 (60' ROW)

S 00°17'00" E 185.00'
 5550.0 SF
 0.13 Acres
 (reserved for road)

Parcel Contains
 65 660.9 SF (gross)
 1.51 Acres (gross)
 51 785.9 SF (net)
 1.19 Acres (net)

8325.0 SF
 0.19 Acres
 (reserved for road)

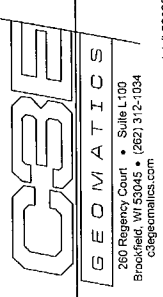
S 88°31'39" W 355.00'
 279.98

N 00°17'00" W 185.00'
 West line of NW 1/4 of Sec. 24-5-21
 695.35'

Notes

- 1 A title commitment has not been provided and this parcel may be subject to, or benefit from, easements or agreements, written or otherwise not shown hereon
- 2 Field work completed on 02-11-22

SW Cor. of the NW 1/4
 Section 24-5-21



Job# 22035

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<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 10/18/2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorize a Consulting Services Agreement with Wrayburn Consulting, LLC for general planning services</p>	<p>ITEM NUMBER G.3.</p>

BACKGROUND

The City Development Department is seeking Council approval to transfer \$5,000 from the Salaries-FT (full time) fund to the Other Professional Services account in the 2022 fiscal year.

City Development staff is requesting this reallocation of funds for a planning services agreement with a budget of \$5,000, specifically for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps. Planning services include is the review of site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City Development Department.

This is the second agreement for planning services in the 2022 fiscal year, the Common Council authorized a similar agreement with another consultant on September 20.

Note: in section VI Insurance, the minimum limits of \$1,000,000/\$2,000,000 for General/Commercial Liability and \$1,000,000 for Excess Liability, as this is an agreement for professional services, not for contractor services that normally requires a minimum limit of \$2,000,000/\$4,000,000 and \$10,000,000.

FISCAL IMPACT

General Fund budget, planning division, transferring \$5,000 of Salaries-FT funds from account number 01-0621-5111 to the Other Professional Services budget account number 01-0621-5219.

City Development staff is requesting council approval to use budgeted personnel appropriations for these consulting services due to the vacancy of the Planning Manager position. The purpose of the funding is not changing, so no formal budget amendment is required.

COUNCIL ACTION REQUESTED

Motion to authorize a Consulting Services Agreement with Wrayburn Consulting, LLC for general planning services; utilizing 2022 budgeted personnel finds in the planning division budget; and authorize the Mayor to execute and administer the appropriate, related contract.

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Wrayburn Consulting, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 2000 Fairhaven Boulevard, Elm Grove, WI 53122.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide planning and zoning related services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentation at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements. as described in CONTRACTOR's proposal to CLIENT dated September 21, 2022, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the

parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$5,000], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$5,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT

IV. ASSISTANCE AND CONTROL

- A. Régulo Martínez-Montilva, Principal Planner, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT

- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Nicholas Fuchs CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below.

A. Limit of General/Commercial Liability	\$1,000,000/\$2,000,000
B. Automobile Liability. Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$1,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

The CLIENT shall be named as an additional insured on a primary, non-contributory basis for General/Commercial Liability, Auto Liability, and Excess Liability.

The CONTRACTOR shall provide a waiver of subrogation and/or any rights of recovery allowed under and worker's compensation law

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify

that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Memorandum from the Department of City Development.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with

all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

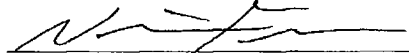
The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Wrayburn Consulting, LLC

BY _____

BY 

PRINT NAME Stephen R Olson

PRINT NAME Nicholas Fuchs

TITLE Mayor

TITLE Owner / Principal Planner

DATE _____

DATE 10/3/2022

BY _____

PRINT NAME Denise D Gilbert

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Sandra L Wesolowski

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 18, 2022
REPORTS & RECOMMENDATIONS	PARKS COMMISSION REQUEST FOR REVIEW OF PARKS MARKETING MATERIALS	ITEM NUMBER G.4.

The Parks Commission would like to promote the City of Franklin Park System and provide the public with consolidated information about parks through updated marketing materials and maps. To that end, Commissioner Karen Malecki has drafted the attached draft Park and Trail Map for the Common Council's consideration and feedback. This item has been reviewed by the Parks Commission, as well as staff from Planning, Public Works, and the Clerk's Office.

If the Council desires, the map may be added to the City's website or printed for the public.

The Commission is developing additional materials such as a brochure and park amenity donation policy that will be provided for review at a future date.

Fiscal Note

This item was not budgeted for in the 2022 parks budget. Commissioner Malecki donated her time and graphic design skills to produce the map.

If it is desirable to print the map for public distribution, funds would need to be appropriated accordingly. The cost of printing full-color 8.5 x 11 inch pages is \$0.4389 per page or about \$110 to print 250 pages. However it may be desirable to print these materials at a larger scale.

COUNCIL ACTION REQUESTED

Feedback on the attached draft map.

And/or

A motion to take action on the above item as the Common Council deems appropriate.



Located in Franklin, Wisconsin

Milwaukee County Park System

Building & Field Rentals (414) 281-2694
 Parks Information (414) 257-PARK (7275)
<https://countyparks.com>

- 30 Froemming Park**
 8801 S. 51st St. Acreage: 16.9
 Picnic area with shelter, baseball and softball diamonds, sand volleyball, tot lot, play area, Oak Leaf Trail (paved multi-use trail), parking lot, restrooms.
- 31 Grobschmidt Park**
 3751 W. College Ave. Acreage: 152
 A bit of wilderness that borders a residential community in Greenfield. The trail in is non-descript, just a grass path mostly unimproved natural area to Mud Lake.
- 32 Milwaukee County Sports Complex**
 6000 W. Ryan Rd. Acreage: 116.5
 The sports complex is a year-round multi-use athletic and expo facility hub, including 55,000 square foot indoor gymnasium and five multi-use outdoor fields that hosts:
 Indoor: Volleyball, Soccer, Basketball
 Outdoor: Disc-golf course, football, rugby / soccer fields and athletic trail segment
- 33 Oak Leaf Trail - Root River Line**
 The Oak Leaf Trail is the jewel in the crown of Milwaukee County's extensive trail system. The trail meanders for more than 135 miles in and around the Milwaukee County.
 The Root River Line is a 18.9 mile extension of the Oak Leaf Trail and is moderately trafficked point-to-point trail located in Franklin, that features a lake and bridges and is good for all skill levels. The trail is primarily used for walking, bird watching, running, roller blading, and road biking and is accessible year-round.
- 34 Oakwood Park / Golf Course**
 3600 W. Oakwood Rd. Acreage: 276
 (414) 281-6700 <http://mke.golf/oakwood>
 Oakwood is the longest in length of Milwaukee County Parks' golf courses at over 7,000 yards, although four sets of tee boxes allow it to be enjoyable for a golfer of any skill level.
- 35 Savanna Nature Preserve (No. 409)**
 Wisconsin State Natural Area Acreage: 85
 Franklin Savanna is an outstanding example of the oak savanna community. Home to rare plants, animals, natural communities. Currently under restoration. www.mkeconservancy.org
- 36 Southwood Glen Park**
 3180 W. Hilltop Ln. Acreage: 9
 Leased by Franklin Public Schools. Shrubs and trees, sand volleyball, soccer field, baseball diamond.
- 37 St. Martins Park**
 10705 W. Robinwood Ln. Acreage: 1.75
- 38 Whitnall Park**
 5879 S. 92nd St. Acreage: 625
 (414) 425-7303
 A beautiful wooded park featuring the Wehr Nature Center, Boerner Botanical Gardens, a championship golf course, miles and miles of walking/biking trails, waterfall, pond, and multiple picnic sites.

Franklin WISCONSIN

GENERAL PARK HOURS ARE FROM DAWN TO DUSK.

The following City parks (#'s 1-6) may be rented. Visit www.franklinwi.gov > Parks for information on how to reserve a park.

QUESTIONS? (414) 425-7500 (City Clerk)
 Monday-Friday • 8:30am-5:00pm
 9229 W. Loomis Rd. • Franklin, WI 53132

Franklin City Parks/Trails

Note: Surrounding lands are private.

- 1 Franklin Woods Nature Center — Pavilion Home of Kayla's Playground**
 3723 W. Puetz Rd. Acreage: 38.4
 Kayla's play structure at Franklin Woods was a mission of Kayla's Krew. The Krew worked wholeheartedly with the City of Franklin to build an all-accessible, all-inclusive play structure in Franklin to be inspiring and truly all-accessible for all children and families of any age and ability.
 • Open air pavilion (rental available 11am-8pm)
 • All-inclusive ADA Play Structure - Restrooms
 • Natural Area with Limestone Walking Trail - Picnic Tables
 • Benches - Paved Walking Trail - Paved Parking Area
- 2 Ken Windl Park — Pavilion**
 11615 W. Rawson Ave. Acreage: 3
 • Indoor pavilion (A/C, Heated)
 (Rental available 11am-8pm - year-round)
 • Gazebo - Picnic Tables - Benches - Play Structure
 • Combination Tennis and Pickleball Courts
 • Restrooms - Access to St. Martins Bike & Hiking Trail
- 3 Lions Legend Park — Lions Pavilion**
 8050 S. Legend Dr. Acreage: 14
 • Open Air Pavilion (rental available 11am-8pm)
 • Picnic Tables - Benches - Paved Walking Trail
 • Play Structure - Tennis Courts - Volleyball Courts
 • Ball Diamond - Restrooms - Band Shell (rental available)
 • Historical Buildings (rental available)
- 4 Lions Legend Park II — Vernon E. Barg Pavilion**
 8717 W. Drexel Ave. Acreage: 21
 • Open air pavilion (rental available 11am-8pm)
 • Picnic Tables - Benches - Paved Walking Trail
 • Play Structure - Paved Parking Area - Pickleball Courts
 • Tennis Court - Volleyball Court - Soccer Field
 • Ball Diamond - Restrooms
- 5 Market Square — Gazebo**
 11230 W. Franklin St. Acreage: .5
 • Gazebo (rental available 11am-8pm)
 • Picnic Tables - Benches
- 6 Pleasant View Park — Pavilion**
 4620 W. Evergreen St. Acreage: 23.8
 (Rental available 11am-8pm - year-round)
 • Picnic Tables - Play Structure - Ball Diamond
 • Tennis Courts - Pickleball Courts - Volleyball Court
 • Restrooms - Paved Trails - Benches - Paved Parking Area

- 7 Cascade Creek Park**
 8300 S. 60th St. Acreage: 8.7
 Grass open space and passive woodlands with benches.
- 8 Christine Rathke Memorial Park / Trail**
 7700 S. 68th St. Acreage: 6.5
 Play structures, ball diamond, picnic tables, benches and paved walking trail, and parking area.
- 9 Crooked Creek Walking Trail**
 W. Forest Hill Ave. to S. 44th St.
 Limestone walking trail.
- 10 Dr. Lynette Fox Memorial Park**
 6860 S. Harvard Dr. Acreage: .4
 Play structure, picnic tables and benches
- 11 Ernie Lake Park / Trail**
 8000 S. Chapel Hill Dr. Acreage: 13.2
 Paved walking trail, picnic tables, adult exercise equipment, benches, and bridge.
- 12 Friendship Park / Trail**
 3810 W. Sharon Ln. Acreage: 1.6
 Paved walking trail, play structure, grass ball diamond, basketball half court, picnic tables and shaded seating areas and benches.
- 13 Glenn Meadows Park**
 7362 S. 37th Pl. Acreage: 1
 Play structure, basketball court, picnic tables and benches.
- 14 Jack E. Workman Park / Trail**
 3674 W. Forest Hill Ave. Acreage: 12
 Asphalt walking trail, play structure, ball diamond, tennis court, basketball court, volleyball court, picnic tables and benches.
- 15 Meadowlands Park / Trail**
 8665 W. Elm Ct. Acreage: 14
 Wetland area. Limestone walking trail with benches.
- 16 Mission Hills Wetlands**
 Approx. 10400 W. Church St. Acreage: 13.6
 Grass open space and passive woodlands with benches.
- 17 River Park Trail**
 Asphalt walking trail with bridge and bench.
- 18 Robinwood Trail**
 Trail between St. Martins Rd., Allwood Dr. and Robinwood School (St. Martins Park) area.
- 19 St. Martins Hike and Bike Trail Link**
 Rawson Ave. (near Ken Windl Park) heading south to Swiss St. & follows 116th St. right-of-way past Ryan Rd. Intersection westward (crosses Forest Home Ave. & N. Cape Rd.)—connecting to Muskego Recreation Trail
 Paved bike and hiking trail with benches. Miles 2.1
- 20 Victory Creek Special Park / Trail**
 East of Pleasant View Park Acreage: 84.6
 Paved bike and hiking trail, passive prairie and wetlands with benches. Mowed trail for cross country running and skiing, dog sledding. Access and parking available at Pleasant View Park.

Franklin Public Schools
 District office - 8255 W. Forest Hill Ave. • 414-529-8220

- A Ben Franklin** 7620 S. 83rd St.
- B Country Dale** 7380 S. North Cape Rd.
- C Forest Park Middle** 8255 W. Forest Hill Ave.
- D Franklin High** 8222 S. 51st St.
- E Pleasant View** 4601 W. Marquette Ave.
- F Robinwood** 10705 W. Robinwood Ln.
- G Southwood Glen** 9090 S. 35th St.

Franklin Community Education & Recreation Dept.
 Franklin High School • 8222 S. 51st St.
 (414) 423-4646 franklinwi.myrec.com

Dog Friendly Parks

Dogs must be leashed (no longer than 6'), have current license, and under control of the owner. Owners are required by law to pick up after a dog. Dog Stations (include plastic bags and trash receptacle) are available at indicated parks. Owners are responsible for any injuries caused by their dogs. The City of Franklin / Milwaukee County are NOT liable for the action of any dog within or outside the boundaries of the parks.

Baseball Diamond Rentals Available

APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 18, 2022
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 5500 W. Oakwood Park Drive, TKN 931-0005-000	ITEM NO. G.5.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said the storm water facilities maintenance agreement and the storm water management access easement, and have them recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

All costs associated with storm water facilities maintenance are to be paid by the development owner or homeowners association as stated in the individual agreement.

RECOMMENDATION

Motion to adopt Resolution No. 2022- _____ a resolution for acceptance of a storm water facilities maintenance agreement and a storm water management access easement for 5500 W. Oakwood Park Drive, TKN 931-0005-000.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 -

A RESOLUTION FOR ACCEPTANCE OF A
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A
STORM WATER MANAGEMENT ACCESS EASEMENT
FOR 5500 W. OAKWOOD PARK DRIVE, TKN 931-0005-000

WHEREAS, storm water facilities are required to meet quantity and quality standards;
and

WHEREAS, a maintenance agreement is developed and executed to ensure effective
maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across
the easement area to access the storm water management facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City
of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities
Maintenance Agreement and Storm Water Management Access Easement, and, therefore, the
Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

Custom Fabrication and Supplies
5500 W. Oakwood Park Drive
Tax Key 9310005000

This AGREEMENT, made and entered into this 22nd day of August, 2022, by and between **HL Investment Properties LLP**, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Lot 8, Block 5, in Franklin Industrial Park Addition No. 1, being a Subdivision of lands in part of the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the "Property". WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as **Custom Fabrication and Supplies** hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows.

1. The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated 11/3/2021 and erosion control plan dated 11/3/2021 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.

2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fail to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowner's association, the City may specially charge each member of the homeowner's association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowner's association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

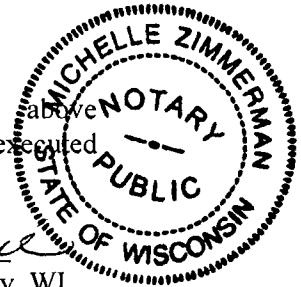
IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

HC Investment Properties Owner
By: [Signature]
Henry Asik
Name Printed
Title: President

STATE OF WISCONSIN) ss.
Milwaukee COUNTY)

Personally came before me this 22nd day of August, 2022, the above named Henry Asik of HLINB, Inc, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Michelle Zimmerman
Notary Public, Milwaukee County, WI
My commission expires: 3-31-2026

CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin
Form approved: _____

Jesse A Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS
City of Franklin**

Name of Development Custom Fabrication and Supplies
 Responsible Party Name 5500 W Oakwood Park Dr Address _____
 Telephone No 4144212600 Fax No 4144212700 E-mail _____ Inspector Name _____
 _____ Address _____ Telephone No _____ Fax No _____
Henry@customfabrication.com E-mail _____
 Basin Location General Address 5500 W. Oakwood Park Dr. Section No. _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2. Embankment erosion			
3 Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4 Emergency spillway			
6 Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete			
Corrugated metal pipe			
PVC/HDPE _____			
Masonry			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1. Debris removal necessary			
2 Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "A-1"

GUIDELINES/PROCEDURES FOR OPERATION AND MAINTENANCE OF STORM WATER DETENTION POND

Inspections

- 1) Inspections of ponds should be at a minimum of once per year. We further recommend that ponds be inspected on a monthly basis for debris, and that discretion be used for inspections after major storm events and to address any seasonal issues (mosquitoes, algae, vegetation, etc.). It is recommended that if only one inspection per year is performed, that it be during wet weather conditions to determine if the ponds are functioning properly.
- 2) Inspection priorities shall include
 - a) Visual observation of the embankments for subsidence, erosion, cracking and woody plant material growth.
 - b) Visual observation of the conditions of the emergency spillway
 - c) Visual observation of accumulation of sediment and debris in the outlet structure
 - d) Visual observation of the adequacy of upstream and downstream channel erosion protection measures
 - e) Visual observation and confirmation of any modification of the contributory watershed
 - f) Visual observation of the pond and any channel side slope integrity.
 - g) Visual observation of filter strip areas for signs of erosion
- 3) As-built plans shall be used for reference during the inspection procedures

Mowing

- 1) The side slopes and embankments shall be mowed at least two times per year to prevent the growth of woody plants and control weed growth
- 2) Periodic mowing of grass swales and filter strips will encourage vigorous grass cover and allow better inspections for erosion
- 3) Additional mowing to further control the growth of weeds may be completed at the discretion of owner

Debris and Litter Removal

- 1) Debris and litter shall be removed from pond area
- 2) Debris and litter shall be removed from the primary and emergency outlet structures to prevent clogging

Erosion Control

- 1) If the pond side slopes, emergency spillway and embankment show evidence of slumping and/or erosion, corrective measures such as re-grading, riprap, replacement and re-vegetation may be required. The owner shall complete the appropriate corrective measure to repair the problem.

Nuisance Control

- 1) Depending on the type of above ground storm water management basin, nuisance control may or may not be required. Field conditions shall dictate the need for nuisance control.
- 2) If applicable, biological control of nuisance algae and mosquitoes utilizing flat head minnows should be considered in lieu of chemical controls
- 3) If applicable, mechanical control of these nuisances may be considered as another option to chemical or biological control

EXHIBIT "A-2"

Outlet Structure

- 1 Visual inspection of components shall be performed and debris removed from inlet and storm drain pipes.
2. Repair inlet/outlet areas, which are damaged or show signs of erosion
- 3 Repairs must restore the component to the specifications of the original plan

NON-ROUTINE MAINTENANCE PROCEDURES

Structural Repairs and Replacement

- 1) Eventually, the primary outlets for the ponds will deteriorate and will need replacement. Routine maintenance and inspections will insure longevity of structures.

Sediment Removal

- 1) Unless otherwise specified in the storm water management plan, sediment clean out cycle is recommended every 10 to 20 years. It is recommended that sediment be removed from the permanent pool area once the permanent pool depth is less than 3 feet.
- 2) Bottom surveys of the sediment depth should be completed on a 5-year basis. If the sediment survey reveals an accelerated deposition rate, upstream conditions should be inspected for erosion control and sedimentation problems. Control of upstream erosion and sediment transport will decrease the rate of sediment deposition and thus preclude frequent, costly dredging and disposal operation.

EXHIBIT "A-3"

GUIDELINES/PROCEDURES FOR OPERATION AND MAINTENANCE OF STORM WATER ROOF DETENTION

Inspections

- 1) Inspections of pond should be at a minimum of once per year. We further recommend that pond be inspected on a monthly basis for debris, and that discretion be used for inspections after major storm events and to address any seasonal issues (mosquitoes, algae, vegetation, etc). It is recommended that if only one inspection per year is performed, that it be during wet weather conditions to determine if the pond are functioning properly.
- 2) Inspection priorities shall include
 - a) Visual observation of the conditions of the emergency spillway scuppers
 - b) Visual observation of accumulation of sediment and debris in the roof structures
 - c) Visual observation and confirmation of any modification of the contributory watershed
 - d) Visual observation of the pond integrity
- 3) As-built plans shall be used for reference during the inspection procedures

Debris and Litter Removal

- 1) Debris and litter shall be removed from pond area
- 2) Debris and litter shall be removed from the primary and emergency outlet structures to prevent clogging

Nuisance Control

- 1) Depending on the type of above ground storm water management basin, nuisance control may or may not be required. Field conditions shall dictate the need for nuisance control.
- 2) If applicable, biological control of nuisance algae and mosquitoes utilizing flat head minnows should be considered in lieu of chemical controls.
- 3) If applicable, mechanical control of these nuisances may be considered as another option to chemical or biological control.

Outlet Structure

- 1) Visual inspection of components shall be performed and debris removed from inlet and storm drain pipes
- 2) Repair inlet/outlet areas, which are damaged or show signs of erosion
- 3) Repairs must restore the component to the specifications of the original plan

NON-ROUTINE MAINTENANCE PROCEDURES

Structural Repairs and Replacement

- 1) Eventually, the primary outlets for the pond will deteriorate and will need replacement. Routine maintenance and inspections will insure longevity of structures.

Sediment Removal

- 1) Unless otherwise specified in the storm water management plan, sediment clean out cycle is recommended every 10 to 20 years.

EXHIBIT "A-4"

STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE

Inspection

1 Frequency

- Inspect storm sewer end section at least twice per year and after major rainfall events

2 Inspection

- Storm Sewer End sections
 - Observe for obstructions, accumulation of sediment and trash, undermining and joint separation.
 - Inspect end treatment for settlement, scour and displaced armoring

Standard Maintenance

1 Storm Sewer End sections

- End sections should be free flowing, trash, debris and obstructions should be removed to prevent backups
- End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary.
- Scour areas shall be repaired immediately Replace missing soil with clean fill and replace/install end treatment Missing armoring will require additional stone, typically one class larger.
- Excessive material deposited at the storm sewer outfall is indicative of a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP Potential system failures require non-standard maintenance

Non-Standard Maintenance

1 Non-standard maintenance includes inspection, repair or replacement of buried structures

- Televising of buried structures (pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups.
- Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work.

EXHIBIT "A-5"

Inspection and Maintenance Checklist Guidelines

Development Name _____	Date of Inspection _____
Inspector Name _____	
Inspector Address _____	
Inspector Telephone Number _____	
Type of Inspection	Storm _____ Monthly _____ Annual _____ Other _____
_____ Check if stormwater management system has multiple ponds	

Evaluation Criteria N = Not investigated 0 = Not a problem 1 = Monitor (potential exists for future problem)	2 = Routine maintenance is required 3 = Immediate repair is necessary * = Use open space after each section to further explain as needed
--	--

General Site Conditions

Trash or debris	N	0	1	2	3
Erosion	N	0	1	2	3
Excessive sediment deposits	N	0	1	2	3
Channels and/or Filter Strip Integrity	N	0	1	2	3

Storm Inlets, Catch Basins, Manholes (structures)

Trash or debris plugging more than 20% of opening	N	0	1	2	3
Accumulated sediment affecting inletting or outletting of structure	N	0	1	2	3
Missing or damaged frames, grates, covers, etc	N	0	1	2	3
Structure condition	N	0	1	2	3
Other	N	0	1	2	3

Storm Sewer (piping)

Trash or debris present in pipe	N	0	1	2	3
Excessive sediment deposits in pipe	N	0	1	2	3
Pipe condition	N	0	1	2	3
Other	N	0	1	2	3

Pond - Inlets/Outlets (For multiple ponds, enter pond identifier)

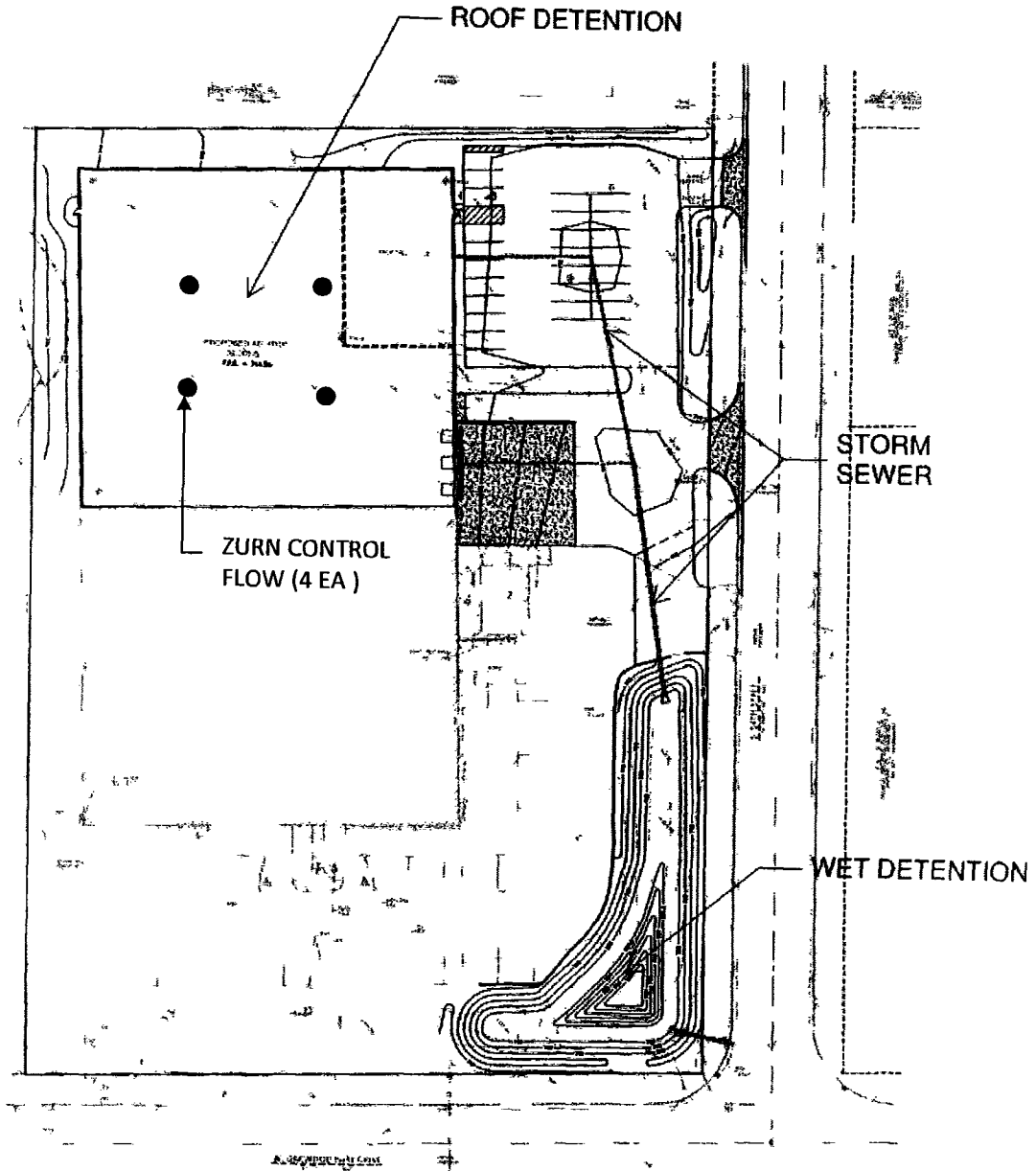
Trash or debris plugging more than 20% of opening	N	0	1	2	3
Accumulated sediment > 10% of designed pond depth or affects inletting our outletting of facility	N	0	1	2	3
Missing or damaged frames, grates, covers, etc	N	0	1	2	3
Structure condition	N	0	1	2	3
Other	N	0	1	2	3

Pond - Emergency Spillway and Berm

Trash and debris > 1 cf/1,000 sf (one standard sized garbage bag)	N	0	1	2	3
Erosion	N	0	1	2	3

EXHIBIT "B"

DEPICTION OF THE FACILITIES



STORM WATER MANAGEMENT ACCESS EASEMENT

Custom Fabrication and Supplies
5500 W. Oakwood Park Drive
Tax Key 9310005000

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

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

- 1 That said Facilities shall be maintained and kept in good order and condition by the Owner, at the sole cost and expense of said Owner The City, at its sole discretion, may assume the rights of the Owner to maintain the Facilities
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Owner to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity "
- 3 That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area
- 4 In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the

Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.

- 5 The Grantor shall be responsible for the routine maintenance of land on which the easement is located
- 6 The Facilities shall be accessible for maintenance by the Owner at all times The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
- 7 That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8 The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 9 The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
- 10 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
- 11 This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
- 12 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
- 13 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- 14 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 15 Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate

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

ON THIS DATE OF August 22nd, 2022

HC Investment Properties LLC
Company Name

By [Signature] (Seal)

Name & Title. Henry Asik President

STATE OF Wisconsin

COUNTY OF Milwaukee^{SS}

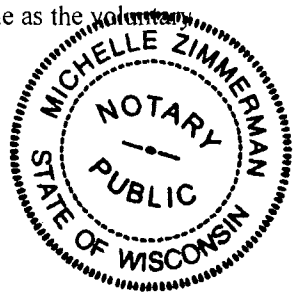
Before me personally appeared on the 22nd day of August, A D 2022.
Henry Asik

President or Name printed

Secretary or Name printed

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

Michelle Zimmerman
Notary Public
My commission expires 3-31-2026



CITY OF FRANKLIN

By _____
Stephen R Olson, Mayor

By _____
Sandra L Wesolowski, City Clerk

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)^{SS}

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

Notary Public, Milwaukee County, Wisconsin
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, BMO Harris Bank a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 11/4, 2021, as Document No * , hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property

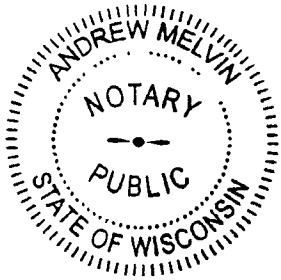
IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

- * 11183337
- 11183338
- 11183339
- 11183340

a Wisconsin Banking Corporation
 By: [Signature]
 Name: Keith Eineke
 Title Vice President

STATE OF WISCONSIN)
)
) ss
 COUNTY OF MILWAUKEE)

On this, the 17 day of August, 2022, before me, the undersigned, personally appeared Keith Eineke, the Vice President of BMO Harris Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name Andrew Melvin
 Notary Public [Signature]
 State of Wisconsin
 County of Milwaukee
 My commission expires: 3/17/26

This instrument was drafted by the City of Franklin

Approved as to contents

 City Engineer
 Date _____

Approved as to form only

 City Attorney
 Date _____

Exhibit A

(Description of the Property)

Lot 8, Block 5, in Franklin Industrial Park Addition No. 1, being a Subdivision of lands in part of the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

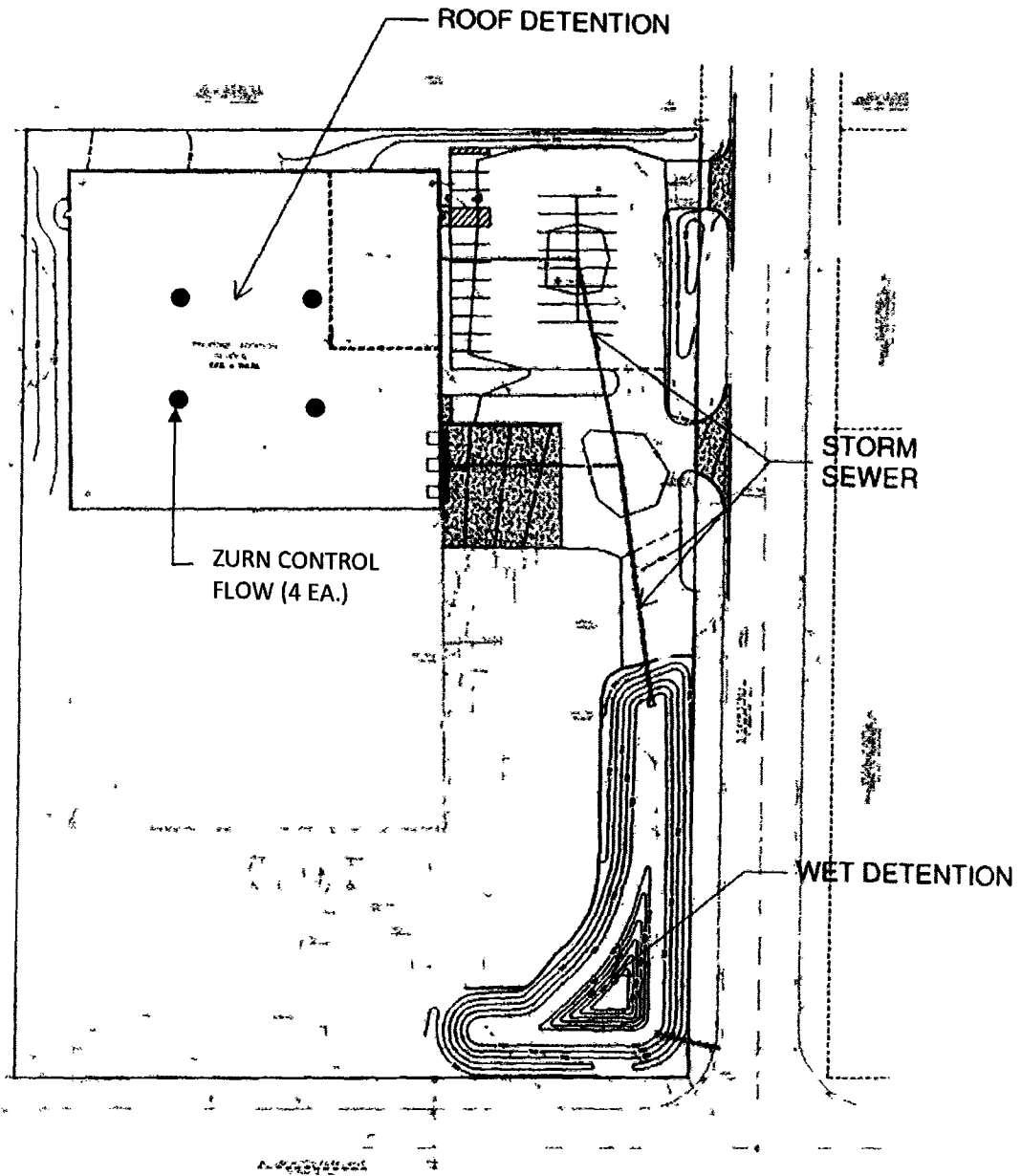


Exhibit C

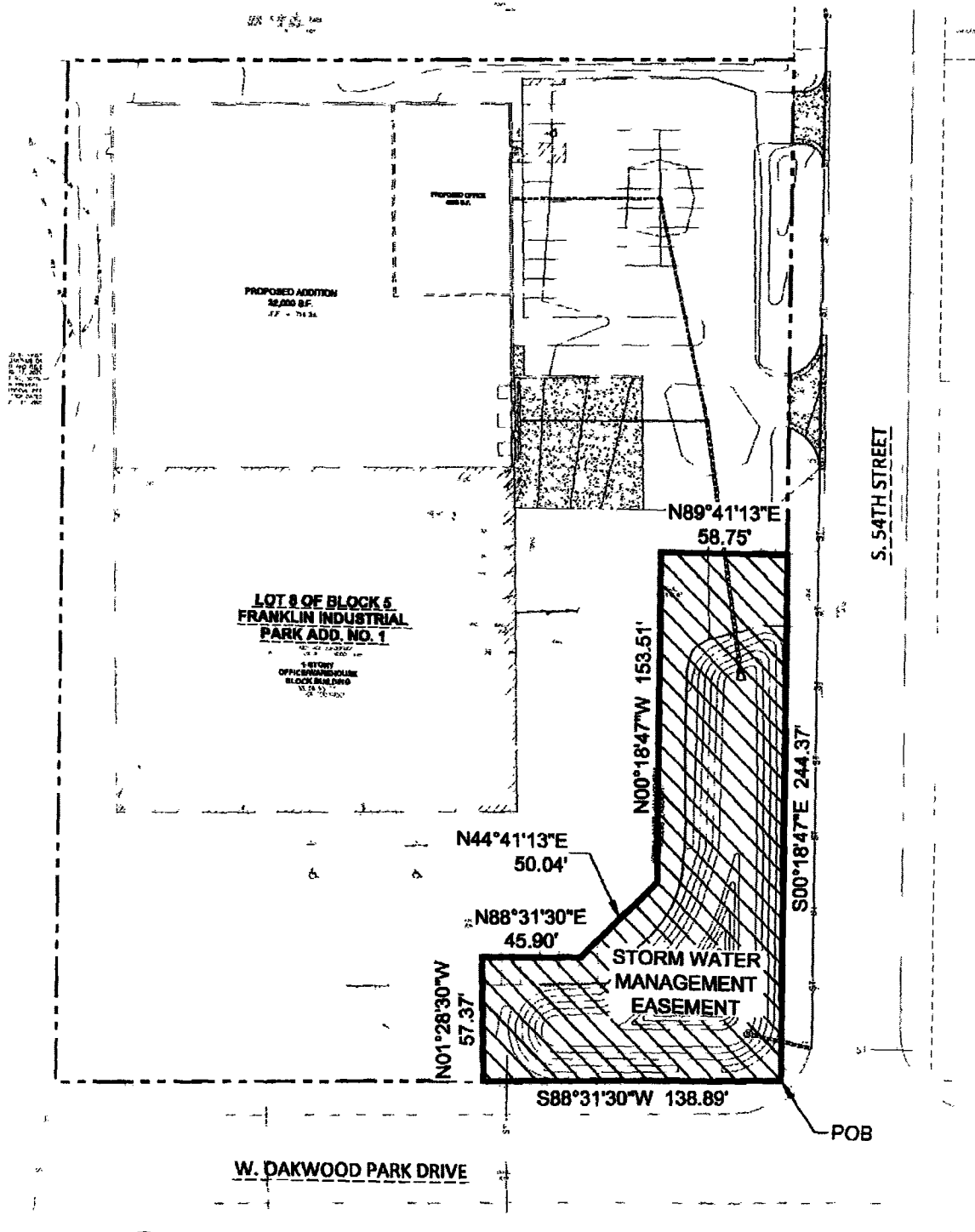
(Description of Easement Area)

All that part of Lot 8, Block 5, in Franklin Industrial Park Addition No. 1, being a Subdivision of lands in part of the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follow:

Commencing and beginning at the southeast corner of said Lot 8, thence South 88°31'30" West along the north line of West Oakwood Park Drive, 138.89 feet; thence North 01°28'30" West, 57.37 feet; thence North 88°31'30" East, 45.90 feet; thence North 44°41'13" East, 50.04 feet; thence North 00°18'47" West, 153.51 feet; thence North 89°41'13" East, 58.75 feet to the west line of South 54th Street; thence South 00°18'47" East along said west line, 244.37 feet to the point of beginning.

Exhibit C

(Map of Easement Area)



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APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 18, 2022
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 2855 W. Forest Hill Avenue, TKN 832-989-8002	ITEM NO. G.6.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said the storm water facilities maintenance agreement and the storm water management access easement, and have them recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

All costs associated with storm water facilities maintenance are to be paid by the development owner or homeowners association as stated in the individual agreement.

RECOMMENDATION

Motion to adopt Resolution No. 2022- _____ a resolution for acceptance of a storm water facilities maintenance agreement and a storm water management access easement for 2855 W. Forest Hill Avenue, TKN 832-989-8002.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 -

A RESOLUTION FOR ACCEPTANCE OF A
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A
STORM WATER MANAGEMENT ACCESS EASEMENT
FOR 2855 W. FOREST HILL AVENUE, TKN 832-989-8002

WHEREAS, storm water facilities are required to meet quantity and quality standards;
and

WHEREAS, a maintenance agreement is developed and executed to ensure effective
maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across
the easement area to access the storm water management facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City
of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities
Maintenance Agreement and Storm Water Management Access Easement, and, therefore, the
Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

~~(DEVELOPMENT NAME)~~ KNOEBEL RESIDENCE
Address - 2855 W. FOREST HILL AVE.
Tax Key - 832 989 8002

This AGREEMENT, made and entered into this 27TH day of MAY, 2022,
by and between KURT KNOEBEL, hereinafter called the "Owner", and
the City of Franklin, hereinafter called the "City"

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City
of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

(Insert legal description)

PARCEL
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION, THENCE
S. 87° 52' 30" W. ALONG THE NORTH LINE OF SAID 1/4 SECTION 718.00 FEET;
THENCE S. 00° 03' 50" E. 45.13 FEET TO THE POINT OF BEGINNING OF THE
LANDS HEREIN TO BE DESCRIBED; THENCE S. 00° 03' 50" E, 862.19 FEET
TO A POINT; THENCE N. 87° 52' 30" E, 125.00 FEET TO A POINT; THENCE
N. 00° 03' 50" W, 862.19 FEET TO A POINT; THENCE S. 87° 52' 30" W,
125.00 TO THE POINT OF BEGINNING.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision)
known as KNOEBEL RESIDENCE (Name of Plan/Development)
hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be
approved by the city, provides for on-site Storm Water Facilities within the confines of the
Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on
Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns"
meaning to include any homeowners' association and all owners of the property or any portion
thereof), including any homeowners association, agree that the health, safety, and welfare of the
residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section
15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and
maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown
on the Plan be constructed and adequately maintained by the Owner, its successors and assigns

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants
contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with
the plans and specifications which are identified as part of the storm water management
plan dated 5/27/2022 and erosion control plan dated 5/27/2022 approved by the City

Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.

2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located

on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

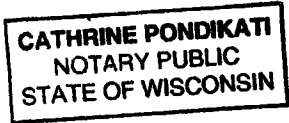
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF KURT KNOEBEL, Owner
By: [Signature]
Name: _____
No SEAL

STATE OF WISCONSIN)ss.
Milwaukee COUNTY)

Personally came before me this 27 day of May, 2022, the above named Kurt Knoebel, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]
Notary Public, Milwaukee County, WI
My commission expires: 09/09/2024

CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED.

By: _____ (Seal)
Name: Sandra L Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named Stephen R. Olson, Mayor and Sandra L Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
My commission expires _____

This instrument was drafted by the City Engineer for the City of Franklin
Form approved _____

Jesse A Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS**

City of Franklin

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No _____ Fax No _____ E-mail _____

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2. Embankment erosion			
3 Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3. Trash rack maintenance			
1 Debris removal necessary			
2. Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

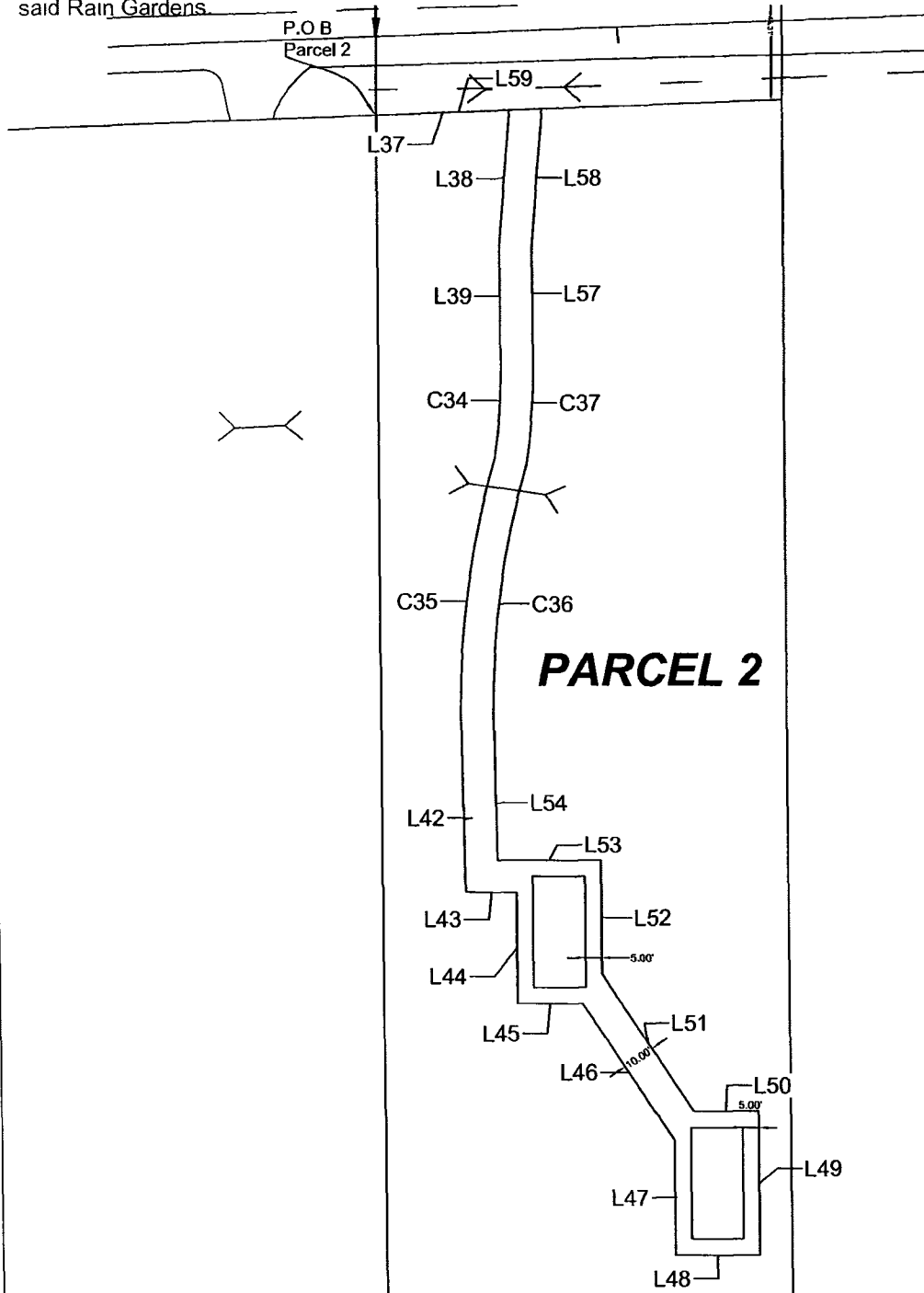
~~EXHIBIT "B"~~
~~DEPICTION OF THE FACILITIES~~

September 6th, 2022

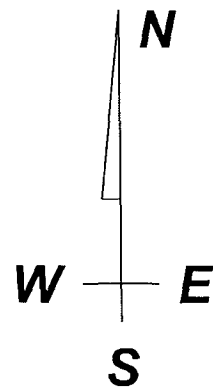
**EXHIBIT B - LEGAL DESCRIPTION OF ACCESS EASEMENT
PRELIMINARY STORM SEWER ACCESS EASEMENT EXHIBIT**

Survey No KNOEBEL
2022

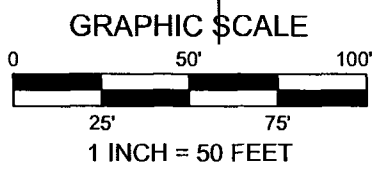
An access easement to grant maintenance access to the 2 34'x16' Rain Gardens located on Parcel 2 of Certified Survey Map No. 7358. Includes access to entire driveway width, a 5' perimeter around and a 10' wide path between said Rain Gardens.



PARCEL 2



DAAR
ENGINEERING, INC.
ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com



DRAWING BY PR

EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

PARCELA
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID $\frac{1}{4}$ SECTION; THENCE S. $87^{\circ} 52' 30''$ W. ALONG THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION 718.00 FEET THENCE S. $00^{\circ} 03' 50''$ E. 45.13 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED; THENCE S. $00^{\circ} 03' 50''$ E. 862.19 FEET TO A POINT; THENCE N. $87^{\circ} 52' 36''$ E. 125.00 FEET TO A POINT; THENCE N. $00^{\circ} 03' 50''$ W. 862.19 FEET TO A POINT; THENCE S. $87^{\circ} 52' 30''$ W. 125.00 TO THE POINT OF BEGINNING,

Updated 3/2022

STORM WATER MANAGEMENT ACCESS EASEMENT

(Development Name) KNOEBEL RESIDENCE
Address - 2855 W. FOREST HILL AVE.
Tax Key - 832 989 8002

THIS EASEMENT is made by and between KNOEBEL RESIDENCE HOMEOWNERS ASSOCIATION, an ~~unincorporated association~~ and the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and KURT KNOEBEL a ~~Corporation~~, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the SE 1/4 of Section THIRTEEN (13), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located
6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF: May 27, 2022

KNOEBEL RESIDENCE
~~Company Name~~

By: [Signature] (Seal) NO SEAL

Name & Title: KURT KNOEBEL OWNER

STATE OF WI

COUNTY OF Milwaukee^{SS}

Before me personally appeared on the 27 day of May, A.D. 2022.
Kurt Knoebel

President or Name printed Secretary or Name printed
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

CATHRINE PONDIKATI
NOTARY PUBLIC
STATE OF WISCONSIN

[Signature]
Notary Public
My commission expires 09/09/2024

CITY OF FRANKLIN

By: _____
Stephen R Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)

^{SS}
COUNTY OF MILWAUKEE)

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

Notary Public, Milwaukee County, Wisconsin
My commission expires _____

N/A

MORTGAGE HOLDER CONSENT

The undersigned, _____ a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

a Wisconsin Banking Corporation

By. _____

Name: _____

Title: _____

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public _____

State of _____

County of _____

My commission expires: _____

This instrument was drafted by the City of Franklin

Approved as to contents

Christine M. Moran

City Engineer

Date: October 12, 2022

Approved as to form only

City Attorney
Date _____

Exhibit A

(Description of the Property)

PARCEL 2

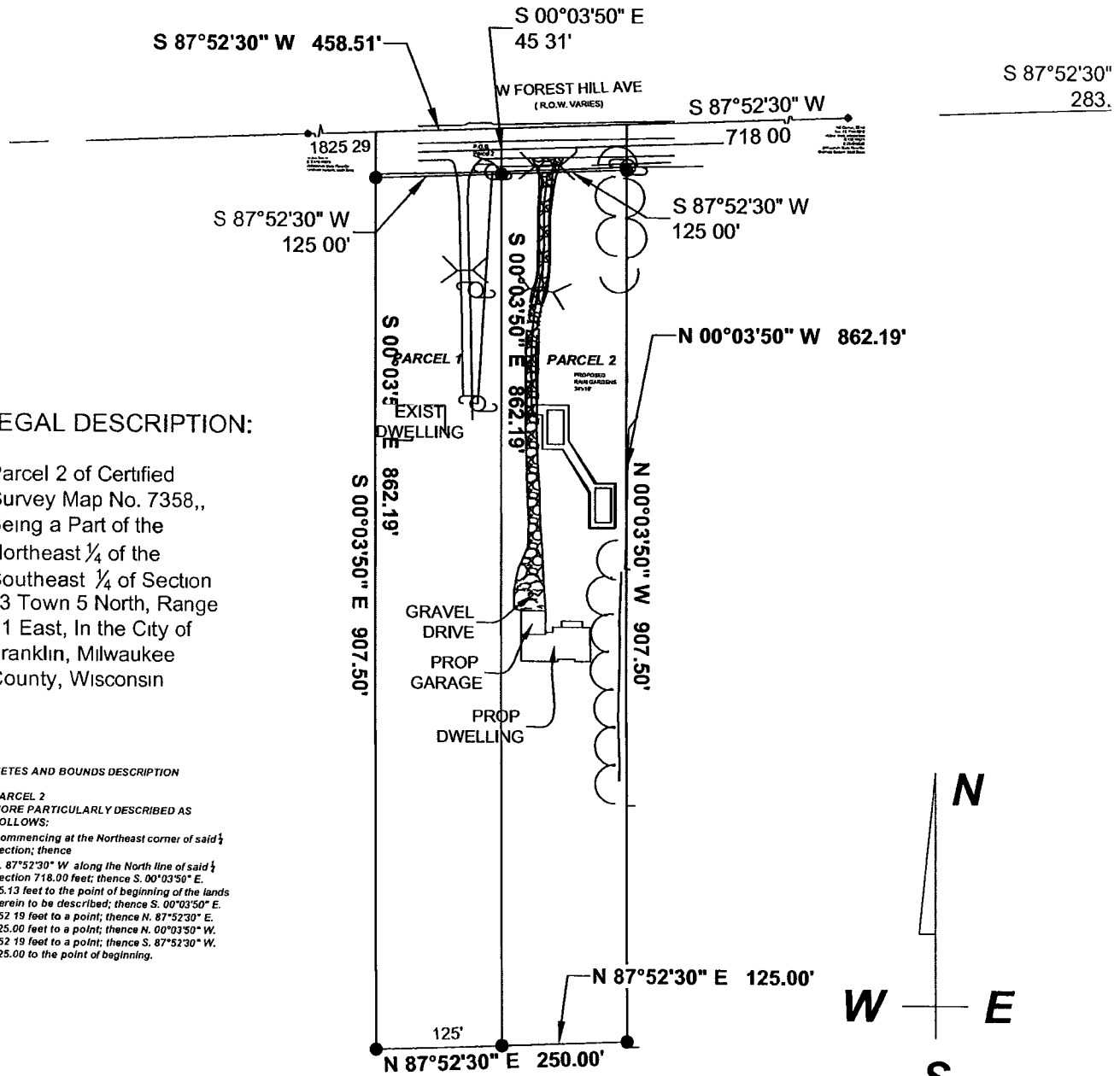
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID $\frac{1}{4}$ SECTION; THENCE
S. $87^{\circ}52'30''$ W. ALONG THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION 718.00 FEET;
THENCE S. $00^{\circ}03'50''$ E. 45.13 FEET TO THE POINT OF BEGINNING OF THE
LANDS HEREIN TO BE DESCRIBED; THENCE S. $00^{\circ}03'50''$ E. 862.19 FEET
TO A POINT; THENCE N. $87^{\circ}52'30''$ E. 125.00 FEET TO A POINT; THENCE
N. $00^{\circ}03'50''$ W. 862.19 FEET TO A POINT; THENCE S. $87^{\circ}52'30''$ W.
125.00 TO THE POINT OF BEGINNING

August 30th, 2022

EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY
PRELIMINARY STORM SEWER ACCESS EASEMENT EXHIBIT

Survey No. KNOEBEL
2022

An access easement to grant maintenance access to the 2 34'x16' Rain Gardens located on Parcel 2 of Certified Survey Map No. 7358. Includes access to entire driveway width, a 5' perimeter around and a 10' wide path between said Rain Gardens.



LEGAL DESCRIPTION:

Parcel 2 of Certified Survey Map No. 7358,, Being a Part of the Northeast 1/4 of the Southeast 1/4 of Section 13 Town 5 North, Range 21 East, In the City of Franklin, Milwaukee County, Wisconsin

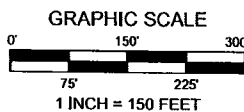
METES AND BOUNDS DESCRIPTION

PARCEL 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Commencing at the Northeast corner of said 1/4 Section; thence S. 87°52'30" W along the North line of said 1/4 Section 718.00 feet; thence S. 00°03'50" E. 45.13 feet to the point of beginning of the lands herein to be described; thence S. 00°03'50" E. 862.19 feet to a point; thence N. 87°52'30" E. 125.00 feet to a point; thence N. 00°03'50" W. 862.19 feet to a point; thence S. 87°52'30" W. 125.00 to the point of beginning.



DAAR
ENGINEERING, INC.

ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com



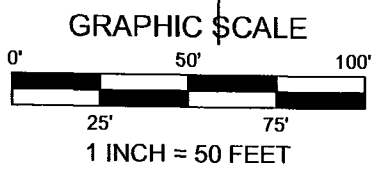
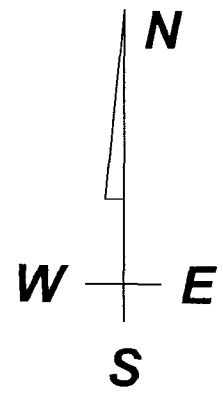
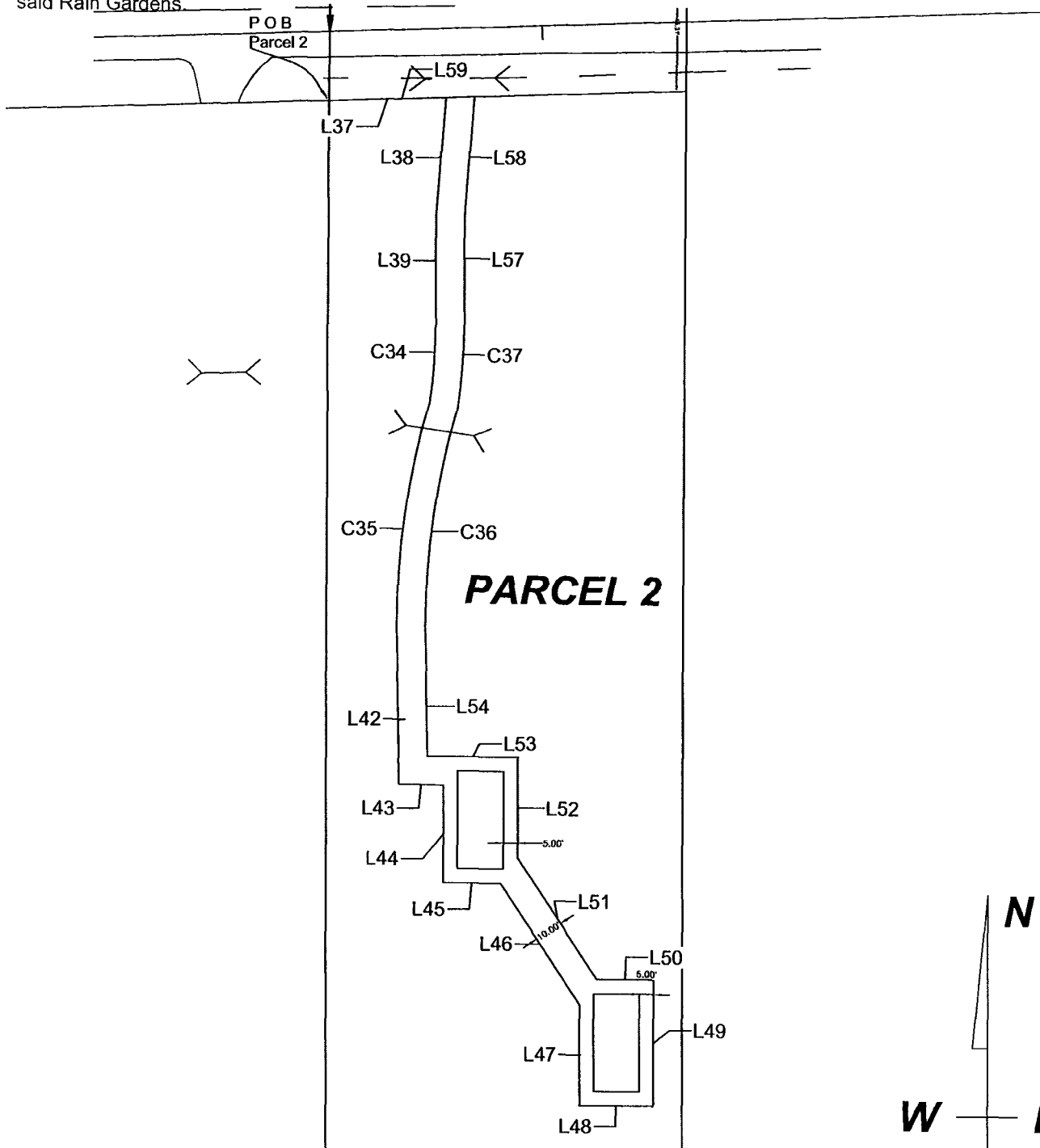
DRAWING BY PR

September 6th, 2022

**EXHIBIT B - LEGAL DESCRIPTION OF ACCESS EASEMENT
PRELIMINARY STORM SEWER ACCESS EASEMENT EXHIBIT**

Survey No KNOEBEL
2022

An access easement to grant maintenance access to the 2 34'x16' Rain Gardens located on Parcel 2 of Certified Survey Map No. 7358. Includes access to entire driveway width, a 5' perimeter around and a 10' wide path between said Rain Gardens.



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DRAWING BY PR

September 6th, 2022

**EXHIBIT C - LEGAL DESCRIPTION OF ACCESS EASEMENT
PRELIMINARY STORM SEWER ACCESS EASEMENT EXHIBIT**

Survey No. KNOEBEL
2022

An access easement to grant maintenance access to the 2 34'x16' Rain Gardens located on Parcel 2 of Certified Survey Map No. 7358. Includes access to entire driveway width, a 5' perimeter around and a 10' wide path between said Rain Gardens.

**ACCESS EASEMENT LEGAL DESCRIPTION
METES AND BOUNDS DESCRIPTION:
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**
Commencing at the Northeast corner of said Section, thence S. 87°52'30" W along the North line of said Section 718.00 feet; thence S. 00°03'50" E. 45.13 feet to the point of beginning of the lands herein to be described;
thence N. 87°52'30" E. 40.81 to the West side of the driveway;
thence S. 04°26'02" W. 41.21';
thence S. 00°01'27" E. 30.62 ,
thence 35.25' along a curve with a radius of 182.60' and a chord bearing S. 03°05'47" W 35.20'
thence 89.68' along a curve with a radius of 273.99' and a chord bearing S. 06°52'44" W 89.26'
thence S. 00°57'19" E. 44.26'
thence S. 89°01'31" E. 15.57'
thence S. 00°00'00" E. 34.00'
thence N. 90°00'00" E. 19.99'
thence S. 33°41'46" E. 50.39'
thence S. 00°00'00" E. 34.99'
thence N. 90°00'00" E. 26.00'
thence N. 00°00'00" E. 44.00'
thence N. 90°00'00" W. 19.99';
thence N. 33°41'52" W. 50.38';
thence N. 00°00'04" E. 34.99';
thence N. 89°59'15" W. 31.73 to the East side of the driveway;
thence N. 00°57'10" W. 34.81';
thence 87.17' along a curve with a radius of 263.99' and a chord bearing N. 06°56'07" E. 86.78 ,
thence 37.65' along a curve with a radius of 199.96' and a chord bearing N. 03°13'46" E. 37.59'
thence N. 00°01'27" W. 30.02';
thence N. 04°26'02" E. 41.98' to the North line of Parcel 2 of CSM 7358;
thence S. 87°52'31" W. 50.87' to the point of beginning.

Line/ Curve Table						
Line# / Curve #	Line Bearing	Line Length	Radius	Arc Length	Chord Length	Chord Bearing
L37	N 87°52'30" E	40.81				
L38	S 04°26'02" W	41.21				
L39	S 00°01'27" E	30.62				
C34			182.60	35.25	35.20	S 03°05'47" W
C35			273.99	89.66	89.26	S 06°52'44" W
L42	S 00°57'19" E	44.26				
L43	S 89°01'31" E	15.57				
L44	S 00°00'00" E	34.00				
L45	N 90°00'00" E	19.99				
L46	S 33°41'46" E	50.39				
L47	S 00°00'00" E	34.99				
L48	N 90°00'00" E	26.00				
L49	N 00°00'00" E	44.00				
L50	N 90°00'00" W	19.99				
L51	N 33°41'52" W	50.38				
L52	N 00°00'04" E	34.99				
L53	N 89°59'15" W	31.73				
L54	N 00°57'10" W	34.81				
C36			263.99	87.17	86.78	N 06°56'07" E
C37			199.96	37.65	37.59	N 03°13'46" E
L57	N 00°01'27" W	30.02				
L58	N 04°26'02" E	41.98				
L59	S 87°52'31" W	50.87				



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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 18, 2022
REPORTS AND RECOMMENDATIONS	Franklin Public Library 2020-2024 Strategic Plan	ITEM NUMBER G.7.

Presentation by Director Loeffel on the 2020-2024 Strategic Plan activities of Franklin Public Library

COUNCIL ACTION REQUESTED

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 18, 2022
Reports & Recommendations	A Resolution to Award Change Order No. 3 for 2023 Asphalt Work To Buteyn-Peterson Construction Co., Inc. For The Franklin Corporate Park – South Hickory Street Improvements	ITEM NO. G.8.

BACKGROUND

On April 19, 2022, Common Council awarded the S. Hickory Street improvements to Buteyn-Peterson Construction Co., Inc. in the amount of \$2,993,327.00. S. Hickory Street will be a new street in the Franklin Corporate Park connecting W. Oakwood Road to the current terminus of W. Elm Road. Improvements to W. Oakwood Road were added to accommodate development along S. Oakwood Road. This work is included in the Tax Increment District (TID) 8 and needed for commitments to developers within TID 8.

Buteyn-Peterson, the contractor, is anticipated to complete the project in 2022, but Staff would prefer that the installation of the final asphalt surface be delayed until the spring of 2023.

ANALYSIS

Staff would prefer that the installation of the final asphalt surface be delayed until the spring of 2023 because of the amount of undercutting and quality of the soils that were encountered during the project. Especially of concern is the utility trench from the sewer and water facilities that were installed as part of TID 4. Settlement in another winter along with the anticipated road traffic could cause some surface defects that could more easily be fixed on a base course and covered with the surface course. Otherwise, road repairs on a finished road after the contractor has completed their project would be less desirable and more expensive to fix.

This issue is of immediate importance as without a change order, the pavement is expected to be completed by the end of October, 2023. Staff is working with Ruckert-Mielke and Buteyn-Peterson to finalize a change order. The amount of the change order is expected to be ready for the October 18, 2022, Common Council meeting.

Note that approval of this change order will not delay the use of the road in 2022.

OPTIONS

Approve or deny the Change Order.

FISCAL NOTE

The Tax Increment District (TID) 8 budget and borrowing which was already executed for the construction of this road was \$3.5 million. Through change order 2, the project budget totaled \$3,007,409.65 leaving \$492,590.35 within the budget.

\$257,750.00	R&M Amendment 4- Hickory Road design work (Nov 16, 2021)
\$28,100.00	R&M Amendment 5- Oakwood median design work (Dec 21, 2021)
\$2,993,327.00	Buteyn-Peterson construction project (April 19, 2022)
\$444,550.00	R&M Amendment 6 for full time inspection services (April 19, 2022)
\$(874,232.70)	Reimbursement from MMSD Green funds (May 3, 2022)
\$46,110.00	PSI Contract for materials testing (June 7, 2022)
\$92,666.25	WE Energies Relocation Work (June 7, 2022)
\$15,139.10	BP Change Order No. 1- Drain Tile / Driveway Access (September 6, 2022)
\$4,000.00	BP Change Order No. 2- Asbestos (September 6, 2022)
<u>\$, .</u>	BP Change Order No. 3- 2023 Surface Paving (October 18, 2022)
\$, , .	Current total for Hickory Street (40-0331) [<i>amounts to be provided at the meeting</i>]

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022 - _____, a resolution to award Change Order No. 3 for Change Order No. 3 for 2023 Asphalt Work to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements in the amount of \$____.____.____. [*amount to be provided at the meeting*]

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION TO AWARD CHANGE ORDER NO. 3 FOR 2023 ASPHALT WORK
TO BUTEYN-PETERSON CONSTRUCTION CO., INC. FOR
THE FRANKLIN CORPORATE PARK – SOUTH HICKORY STREET IMPROVEMENTS
IN THE AMOUNT OF \$ _____ [amount to be provided at the meeting]

WHEREAS, the City of Franklin is constructing a new street in the Franklin Corporate Park known as S. Hickory Street to serve the area included in Tax Increment District (TID) 8; and

WHEREAS, Buteyn-Peterson Construction Co., Inc. was awarded the contract to construct the project; and

WHEREAS, additional labor and materials are justified in the amounts of \$ _____.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to award Change Order No. 3 for additional work and materials needed to delay the installation of the asphalt surface in the amount of \$ _____.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 18, 2022
Reports & Recommendations	An Ordinance to Amend §207-21 of the Municipal Code regarding Special Assessments of Water Main Laterals	ITEM NO. G.9.

BACKGROUND

There are several water main projects currently in the works where residents will be asked if they want to connect to the water system. Connection to the water system is generally optional (note that connection to the sanitary sewer is not optional). For those that want water service, they will tell us where they prefer the tap and service lateral. Other property owners may have no intention of ever connecting to our water system, or have a desire to, but not at this time.

Historically, the City has discouraged/prohibited installation of water laterals (service connections) for homes that did not have intention of immediately connecting. Copper laterals tend to go bad if left in the soil, unused. With today's non-corrodible plastic-based materials, the old concerns have little merit.

Considering the new pipe materials, Staff would prefer to install water laterals for all homes as it would eliminate future road cuts to install taps and laterals. However, such a decision would make projects more expensive at the time of construction without ability to recoup payment from assessments. Staff suggests that the lost cost of unused laterals is a better situation than continued road repairs as homes do eventually make connections.

Staff would like guidance for a consistent method on water main projects. Current water main projects in the works are located on S. Lovers Lane (Water Tower project), S. Lovers Lane (Phyllis-Herda), W. Minnesota Avenue, and W. Ryan Road. Options are discussed below:

The Franklin Municipal Code Sections §207-15 and §207-20 provide guidelines for utility assessments. § 207-21 discusses assessments for water main laterals.

The assessment for water main laterals installed from the main to the private property line shall be based upon accepted contract bid price quotation plus 16% for administrative, engineering and inspection fees. The owner, his or her agent or heirs of such property shall be assessed a lump sum for each lateral installed

OPTIONS & ANALYSIS

Option 1: Status Quo. Do not install laterals for future use.

Although this is the most fiscally advantageous option for the City or Developer during the construction of a water main project, this is more expensive for the property owners should they decide to connect later as the future cost for a single project has the sole burden of contractor mobilization, construction site costs, road repair, etc.

Invariably, future road patches over the future connections have increased road maintenance issues.

Option 2: Install taps and laterals for all homes/buildings regardless of intent to initially connect to the water system.

This option is the most expensive up-front option for the City and developers as costs of projects will include the additional laterals. Even for properties that want to connect and reimburse the City, many will choose City-finance options.

Costs will vary from project to project, but as an extreme case, it has been estimated that the new water main on S. Lovers Lane would have 26 laterals at a cost of \$148,000. It is conceivable that

none of the Lovers Lane homes would initially connect and many of homes will “never” connect. Likewise, the Ryan Road water main has 12 homes that have previously expressed a desire to not connect and the Minnesota and Phyllis-Herda water mains may have at least one property not initially connect. Note that water laterals beneath S. Lovers Lane and within the Wisconsin Department of Transportation right-of-way are significantly more expensive than same side laterals of a City street/ right-of-way like W. Ryan Road and W. Minnesota Avenue.

Inspection services may flag the affected parcels in their software and charge impact connection fees at the future time of connection. These fees tend to increase over time.

Option 2A: Each property would be specially assessed for cost of constructing the lateral using existing assessment methods.

The City has an assessment process in place and the Finance Department would track these assessments. Depending on the water main financing method, the property owner may/may not be assessed for the water main. If City funded, the property owner is assessed. If developer financed, the assessment would only occur if connection happens within 10-years.

There are deferment options that can defer payment up to 10-years. Deferments end earlier if connection is made or property is sold.

Option 2B: Each property would be specially assessed for cost of constructing the lateral using a proposed indefinite assessment method.

The indefinite deferment would end when the property chooses to make connection to the public water system. If no connection were ever made, no collection of a special assessment will ever occur.

Projects would only include laterals to properties with existing structures (homes) or lots small enough to make an educated guess at a convenient future location. Large parcels that could have a home placed in a variety of locations would not have a lateral installed. This would not preclude Staff from conferring with property owners for desired locations of laterals.

Option 2C: Each property would be specially assessed for cost of constructing the lateral and an indefinite deferment would end when property is sold.

The indefinite deferment would end when the property chooses to make connection to the public water system or property ownership is transferred. This deferment could extend for many decades until a property ownership is transferred, but would eventually be paid.

The Board of Water Commissioners (BOWC) discussed this issue on September 20, 2022. **The BOWC recommended that Common Council adopt option 2A** where each property would be specially assessed for cost of constructing the lateral using existing assessment methods.

BOWC noted that Staff would need to use judgment on properties that could be split up or are difficult to tell where a home or business might be located. Staff suggests that laterals be only installed for “nondivisible lots” as consistent with other descriptions elsewhere in §207-20 Assessment for water mains. Divisible properties, of any zoning would not have laterals installed at the time of water main construction. In addition, the lots should be developable so services aren’t extended to properties that are predominantly full of wetlands or other particular features.

The BOWC also recommends to Common Council to redefine the calculation of assessment for a water lateral. This calculation is found in §207-21 Assessment for a water main lateral. The current calculation is the actual bid price + 16% for administrative, engineering, and inspection fees. BOWC would like to average the cost of the laterals on a project so there is no benefit or penalty for the location of the water main in relation to someone's home. Staff proposes that the bid costs of all laterals be averaged with a 16% increase for administrative, engineering, and inspection fees\.

BOWC also asked Staff to verify with the Public Service Commission (PSC) if there are any special requirements for assessment of water laterals. Staff received an answer from the PSC on September 22, 2022. *"It is PSC staff's opinion that it makes sense from a practical perspective to install the utility owned portion of the service lateral at the same time as the main. Wis Stat 66 0911 seems to be consistent with Schedule X-2.A of Franklin's water tariff. If Franklin plans to change its past policy and to now install service laterals as part of special assessed main projects then Franklin should pass a resolution stating its new policy."*

Note that average cost method is allowed per State Statute § 66.0911

66.0911 Laterals and service pipes If the governing body by resolution requires water, heat, sewer and gas laterals or service pipes to be constructed from the lot line or near the lot line to the main or from the lot line to the building to be serviced, or both, it may provide that when the work is done by the city, village or town or under a city, village or town contract, a record of the cost of constructing the laterals or service pipes shall be kept and the cost, or the average current cost of laying the laterals or service pipes, shall be charged and be a lien against the lot or parcel served

Considering the BOWC recommendation to Common Council, and the response from the PSC, the proposed language for §207-21 Assessment for water main lateral would be:

All non-divisible, developable lots shall have a water main lateral installed when a water main is extended. *The assessment for water main laterals installed from the main to the private property line shall be based upon **the average cost of the** accepted contract bid price quotations **of all water main laterals on the project** plus 16% for administrative, engineering and inspection fees. The owner, his or her agent or heirs of such property shall be assessed a lump sum for each lateral installed.*

Note that none of this affects the property's owner right to choose to connect or not to the new water main.

FISCAL NOTE

One of the options presented affects the funding sources for a watermain project that are determined on a project by project basis. Option 2B has an impact where there would be expenses that would never be recovered. Option 2C has no timeline for recovery of all services, but would eventually be recovered when a property is sold. Options 1 and 2A would recover all costs within 22 years for those that choose to finance over 12 years after a 10-year deferment.

RECOMMENDATION

Authorize Ordinance 2022-____ an ordinance to amend §207-21 of the Municipal Code regarding Special Assessments of Water Main Laterals.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND §207-21 OF THE MUNICIPAL CODE REGARDING
SPECIAL ASSESSMENTS OF WATER MAIN LATERALS

WHEREAS, the City wishes to install water main laterals at the time of constructing water main projects to avoid future road repair concerns of water laterals that are connected at a later date.

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

SECTION I. Section 207-21 "Assessment for water main lateral." of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows (additions double underlined, deletions in strikethrough):

All non-divisible, developable lots shall have a water main lateral installed when a water main is extended. The assessment for water main laterals installed from the main to the private property line shall be based upon the average cost of the accepted contract bid price quotations of all water main laterals on the project plus 16% for administrative, engineering and inspection fees. The owner, his or her agent or heirs of such property shall be assessed a lump sum for each lateral installed.

SECTION II. 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 III. All ordinances or parts of ordinances in contravention to this Ordinance are hereby repealed.

SECTION IV. 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 on the _____ day of _____, 2022, by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 18, 2022
Reports & Recommendations	A Resolution to Issue Change Order No. 1 for the 2022 Local Street Preventative Maintenance Program to Scott Construction, Inc. in the Amount of \$6,569.82	ITEM NO. G.10.

BACKGROUND

On April 4, 2022, Common Council awarded the 2022 Local Street Preventative Maintenance Program (LSPM) and contract to Scott Construction, Inc., in the amount of \$89,389.35. The 2022 LSPM contained street segments receiving seal coating treatments. Portions of the following roads were included in this contract: 92nd Street; W. Forest Hill Avenue; W. South County Line Road; and S. 58th Street. The work for this contract was completed by the contractor in August.

ANALYSIS

The original contract cost with the plan quantities was \$89,389.35. Adjustments in quantities for the chip seal, fog seal, and GSB-88 seal were made during construction to ensure the most logical and appropriate match points on the street segments were selected. The quantity change resulted in a total increase of \$6,569.82. The total contract cost after this change order will be \$95,959.17.

Staff has reviewed and recommends that the final quantity adjustments are justified.

OPTIONS

Approve or deny.

FISCAL NOTE

The 2022 Budget included \$1,159,000 in the 2022 Street Improvement Fund for the Local Street Improvement Program Resurfacing and Local Street Preventative Maintenance (LSPM) contracts (Fund 47-0331-5823). \$100,000.00 of that was budgeted to fund the 2022 LSPM contract.

Current status:

\$1,159,000.00	2022 LSIP Budget (Resurfacing, LSPM, Mayers, ADA)
-\$964,431.14	Anticipated 2022 Resurfacing Cost (Stark, DPW, testing)
-\$87,081.51	Potential Future Change Order for Resurfacing Contract (Stark)
-\$89,389.35	2022 LSPM Contract
-\$6,569.82	Change Order No. 1 (7.3% of original contract)
<hr/>	
\$11,528.18	Remaining

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022 - _____, a resolution to issue Change Order No. 1 for the 2022 Local Street Preventative Maintenance Program to Scott Construction, Inc. in the Amount of \$6,569.82.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR
THE 2022 LOCAL STREET PREVENTATIVE MAINTENANCE PROGRAM
TO SCOTT CONSTRUCTION, INC. IN THE AMOUNT OF \$6,569.82

WHEREAS, on April 4, 2022, Common Council awarded the 2022 Local Street Preventative Maintenance Program and contract to Scott Construction, Inc., in the amount of \$89,389.35; and

WHEREAS, changes in plan quantities for chip seal, fog seal, and GSB-88 seal items were needed resulting in an increase of \$6,569.82.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Change Order No. 1 for the 2022 Local Street Preventative Maintenance Program be issued to Scott Construction, Inc. in the amount of \$6,569.82.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 1 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 1

Dated: 10/07/2022

PROJECT NAME 2022 Local Street Preventative Maintenance Program

PROJECT LOCATION 92nd St., W. Forest Hill Ave., W. South County Line Rd., S. 58th St.

CONTRACTOR: Scott Construction, Inc.

Contract For City of Franklin

Nature of the Changes:

Adjustments in quantities for the chip seal, fog seal, and GSB-88 seal were made during construction to ensure the most logical and appropriate match points on the street segments were selected.

Enclosures: See attached.

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ 89,389.35

Contract price prior to this Change Order \$ 89,389.35

Net Increase resulting from this Change Order \$ 6,569.82

Current contract price including this Change Order \$ 95,959.17

Net (Increase/Decrease) in time resulting from this Change Order None
(Days)

The above changes are Approved by:

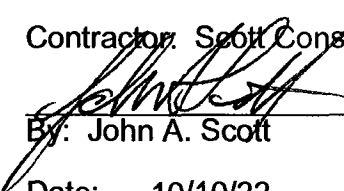
Mayor

City Clerk

Contractor: Scott Construction, Inc.

By: Stephen R. Olson

By: Sandra L. Wesolowski

By:  John A. Scott

Date: _____

Date: _____

Date: 10/10/22

Director of Finance &
Treasurer

City Attorney

By: Denise Gilbert

By: Jesse A. Wesolowski

Date: _____

Date: _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slew</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;">10/18/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendation for 2023 Employee Benefit-Related Coverages, Carriers, and Premium Shares, Including: Health Insurance, Wellness, Health and Wellness Supplementary Programs, and Dental Insurance, and Related Contracts.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.11.</p>

Below is information relative to each element of the City's Health Insurance, Wellness, Health and Wellness Supplementary Programs, and Dental Insurance Plan, and related contracts, for 2023, and a recommendation on the same. Attached, as *Exhibit A*, is a draft of the 2023 Budget along with a comparison to the 2022 Adopted Budget.

The items in bold text below are the elements being recommended for change in 2023.

Also, since the City recently performed an RFP process for the benefits consulting partner, and previously contracted for that work for 2023, it is not part of this recommendation.

This item is being considered by the Personnel Committee at their October 17, 2022 meeting, and any recommendation made by the Committee will be presented to the Common Council at the Meeting

RECOMMENDATION

Staff recommends that the Common Council approve the following proposed plan elements for 2023:

1. Continuation of UMR as the Third-Party Administrator (TPA) for the City's two (2) health insurance plans, PPO and HDHP, as well as the administrator to manage the Health Reimbursement Arrangement (HRA) Program and COBRA Program, per an existing two-year agreement which goes through 2023. In 2022, the City transitioned from United Health Care to UMR as they: (1) provide expanded services; (2) offer additional, integrated reporting including information from other benefit providers (i.e. pharmacy, stop loss, Nice, etc.); (3) offer more flexibility; (4) integrate better with other providers; and (5) deliver better pricing. Also, there was NO change in provider network due to this transition; the provider network remained exactly the same as it was with United Health Care. Experience with this provider has been favorable.
2. No changes to overall premiums or employee premium shares for health insurance in 2023, as detailed in the attached *Exhibit B*
3. **Changing to a primary care model for the health insurance premium incentive. This means that employees/spouses will need to submit proof that they have undergone an annual, age and gender specific physical and corresponding bloodwork, to receive the preferred/wellness rate for the health insurance plan for the following year. The annual physical is recommended to be completed through Nice Healthcare. This is different from 2022 in that employees/spouses were required to complete a Health Risk Assessment and biometrics testing, to receive the preferred/wellness rate for the health insurance plan for the following year.**
4. Continue with the Health Savings Account (HSA) contributions in 2023, at annual amounts of \$750 for a single plan and \$1,500 for a family plan. These contributions will continue to be distributed on a monthly basis.

5. Renew the HSA agreement currently in place with Associated Bank. This three-year renewal is favorable as it extends the current waiver of monthly service fees for accounts with balances less than \$1,000, and there are no monthly service fees for accounts with balances at \$1,000 or more. A renewal agreement/amendment is in process. Experience with this provider has been favorable.
6. Continue with the Health Reimbursement Arrangement (HRA) for 2023, up to \$1,250 for a single plan and up to \$2,500 for a family plan, which provides coverage for employees enrolled in the High Deductible Health Plan (HDHP), to help offset deductible and out-of-pocket costs. **The HRA becomes available once the employee reaches the access point of \$1,500, no change from 2022, for a single plan, and \$3,000, up from \$2,800, for a family plan. This change is due to an IRS, regulatory adjustment for qualified high-deductible health plans, which changes the annual deductible for single coverage to \$1,500, from the 2022 amount of \$1,400, and changes the annual deductible for family coverage to \$3,000, from the 2022 amount of \$2,800.**
7. **Continue with the Nice Healthcare Program; a one-year renewal is recommended with a price increase of \$72 per employee per year. Experience with this provider has been favorable.**
8. Continue with Go365 to encourage wellness activities; a one-year renewal is recommended with no rate increase. Experience with this provider has been favorable.
9. Continue with Serve You Rx as the Pharmacy Benefit Manager; currently under a multi-year agreement. Experience with this provider has been favorable.
10. **Continue with Symetra as the provider/administrator of the stop loss protection. The renewal offer for this coverage is 4.53%, as illustrated in *Exhibit C*. Experience with this provider has been favorable.**
11. Continue with Prudential as the provider for both the City's life insurance and long-term disability plans, under a three-year agreement which goes through 2024. Experience with this provider has been favorable.
12. Continue with Delta Dental as the Third-Party Administrator for the City's dental plan, under a three-year agreement which goes through 2024. Experience with this provider has been favorable.
13. Continue with VSP as the provider of the City's voluntary vision plan, under a four-year agreement which goes through 2023. Experience with this provider has been favorable.
14. **Continue with the flexible spending program through Employee Benefits Corporation, including dependent care, standard health care, and limited health care. There is a minimal change in pricing; a one-year renewal is recommended. Experience with this provider has been favorable.**
15. Continue with the USI Benefit Resource Center, at no additional cost, for employees to provide another point of contact for items such as: (1) customer service representatives to assist with finding providers; (2) obtaining detailed benefit information; (3) assisting with the open enrollment process; (4) being able to answer just about any question posed in regard to the City's insurance benefits; (5) a repository for the City's Plan Documents; and (6) videos and tutorials that are available on demand for employees.

All of the items included in this recommendation are consistent with the Mayor's Recommended 2023 Budget. Collectively, these recommendations are very similar to prior budgets, striving to contain overall plan costs, engage employees, and providing sufficient benefits to attract and retain quality employees.

COUNCIL ACTION REQUESTED

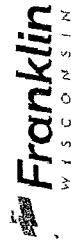
Motion to approve the 2023 employee benefit-related coverages, carriers, and premium shares, as outlined herein, including. health insurance, wellness, health and wellness supplementary programs, and dental insurance; and authorize the Director of Administration to execute the appropriate related contracts.

Projected 2023 Health Insurance Budget - Actives and Retirees

Expenditure Detail:	2022 Budget	2023 Budget	Revenue Detail:	2022 Budget	2023 Budget
Specific Stop Loss	\$736,000	\$690,900	City for Active Employees:	\$2,293,400	\$2,289,200
Aggregate Stop Loss	\$19,400	\$22,400	Active Employees:	\$468,900	\$475,000
Medical Admin	\$117,900	\$142,700	City for Retirees:	\$352,500	\$557,600
Total:	\$873,300	\$856,000	Retirees:	\$174,800	\$163,100
Claims Costs (Net of Stop Loss/Nice)	\$2,152,700	\$2,298,000	Total	\$3,289,600	\$3,484,900
Total Fixed & Claims:	\$3,026,000	\$3,154,000			
Other Costs:					
Consulting Fee	\$40,000	\$40,000			
Annual PCORI Fee	\$1,500	\$1,600			
Total Fixed/Claims/Other	\$3,067,500	\$3,195,600			
HSA Contributions (34 single/86 family)	\$152,300	\$154,500			
HRA Coverage	\$126,900	\$103,000	Other Sources:		
Miscellaneous Costs		\$21,100	Stop Loss Dividends	\$0	\$0
Health Plan Administration Cost	\$47,100	\$47,100	Pharmacy Rebate Credit	\$123,400	\$88,000
Nice Healthcare Plan Cost	\$79,400	\$97,000	Investment Income	\$8,000	\$15,000
Go 365 Plan (fees and rewards)	\$21,000	\$21,000	Planned spenddownof fund balance	\$73,200	\$51,400
Total Health Insurance fund Expenditures	\$3,494,200	\$3,639,300	Total Health Insurance Fund Revenue	\$3,494,200	\$3,639,300
Employee Average Annual Cost	\$17,737	\$17,666.50			\$0
*Cost if a waived employee returns to the plan					

2023 vs 2022 Comparison		Participants	Overall Expenditure Budget	Cost per Participant
2022		197	\$3,494,200	\$17,737
2023		206	\$3,639,300	\$17,667
	Difference	9	\$145,100	(\$70)

*Participants = employees, not total members



Medical Benefit and Employee Contribution Summary
City of Franklin
Effective January 1, 2023

Third Party Administrator	UMR	UMR
Plan Design	<i>PPO Plan</i>	<i>High Deductible Plan (HSA Plan)</i>
Calendar Year Deductible		
In-Network (Single / Family)	\$1 500 / \$4 500	\$3,000 / \$6 000
Out-of-Network (Single / Family)	\$4,500 / \$13 500	\$6 000 / \$12,000
Coinsurance Level		
Tier 1 Provider	85%	90%
Other In-Network Provider	80%	80%
Out-of-Network	60%	60%
Out-of-Pocket Maximum		
In-Network (Single / Family)	\$4,500 / \$9 000	\$4 500 / \$9,000
Out-of-Network (Single / Family)	\$13,500 / \$27,000	\$9,000 / \$18,000
In-Network Preventive Care	Covered at 100%	Covered at 100%
In-Network Office Copay		
Tier 1 Primary / Specialist	\$25 / \$50	Deductible then 90% Co-insurance
Other In Network Primary / Spec.	\$40 / \$70	Deductible then 80% Co-insurance
In-Network ER Copay	\$400	Deductible then 90% Co-insurance
In-Network UC Copay	\$100	Deductible then 90% Co-insurance
Virtual Visits	\$15	Deductible then 90% Co-insurance
Prescription Drug Copay		
Tier 1 / 2 / 3	\$10 / \$40 / \$60	Deductible then 90% Tier 1, Deductible then 80% Tiers 2 and 3
Specialty	25% coinsurance	Deductible then 80% Co-insurance
Monthly Premium		
Single	\$790 54	\$714 88
Family	\$1 899 72	\$1 724 74
Monthly Contribution-with annual physical/bloodwork		
Single	\$160 00	\$96 02
Family	\$386 00	\$232 26
Monthly Contribution-without annual physical/bloodwork		
Single	\$196 24	\$128 52
Family	\$472 60	\$310 84
2023 Health Savings Account		
Contribution from the City		
Single	N/A	\$750 00
Family	N/A	\$1 500 00
2023 Health Reimbursement Arrangement (Access Point of \$,1500 for Single and \$3,000 for Family Plan)		
Single	N/A	\$1 250
Family	N/A	\$2 500

Group: City of Franklin

Effective Date: 01/01/2023

Stop-Loss Specific Premium	Lives	Current	Renewal	Option 1	Option 2	Option 3
NNL RC % Experience Refund		NNL RC @ 50% Included	NNL RC @ 50% Included	NNL RC @ 50% N/A	NNL RC @ 50% Included	NNL RC @ 50% Included
Carrier:		Symetra	Symetra	HCC	Berkshire Hathaway	Swiss Re
Carrier Rating:		A	A	A++	A++	A+
TPA:		UMR	UMR	UMR	UMR	UMR
PPO Network:		UHC Choice + UMR	UHC Choice + UMR	UHC Choice + UMR	UHC Choice + UMR	UHC Choice + UMR
UR Vendor:		ServeYouRX	ServeYouRX	ServeYouRX	ServeYouRX	ServeYouRX
PBM		0%	0%	0%	0%	0%
Stop Loss Commission:		Med/RX	Med/RX	Med/RX	Med/RX	Med/RX
Benefits Included:		\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Specific Deductible:		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Aggregating Specific:		24/12	36/12	24/12	24/12	24/12
Specific Contract:		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Policy Year Maximum:						
Single Premium	52	\$ 121.66	\$ 131.63	\$ 148.17	\$ 106.95	\$ 173.02
EE+SP Premium	0	\$ 305.89	\$ 318.01	\$ 351.86	\$ 311.43	\$ 406.20
EE+CH Premium	0	\$ 305.89	\$ 318.01	\$ 351.86	\$ 311.43	\$ 406.20
Family Premium	139	\$ 305.89	\$ 318.01	\$ 351.86	\$ 311.43	\$ 406.20
Composite	191	\$ 255.73	\$ 267.27	\$ 296.41	\$ 255.76	\$ 342.72
Monthly Specific Premium		\$ 48,845.03	\$ 51,048.15	\$ 56,613.38	\$ 48,850.17	\$ 65,458.84
Annual Specific Premium		\$ 586,140.36	\$ 612,577.80	\$ 679,360.56	\$ 586,202.04	\$ 785,506.08
% Difference			4.51%	15.90%	0.01%	34.01%
Firm Through:			FIRM 10.25.22	Illustrative	Illustrative	Illustrative
Lasers:		None	None	Pending Large Claim Review	Pending Large Claim Review	Pending Large Claim Review
Aggregate Stop Loss						
Aggregate Contract		24/12 Med/RX	36/12 Med/RX	24/12 Med/RX	24/12 Med/RX	24/12 Med/RX
Benefits Included:		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Policy Year Maximum:						
Composite	191	\$ 8.22	\$ 8.64	\$ 6.21	\$ 8.50	\$ 7.72
Monthly Aggregate Premium		\$ 1,570.02	\$ 1,650.24	\$ 1,186.11	\$ 1,623.50	\$ 1,474.52
Annual Aggregate Premium		\$ 18,840.24	\$ 19,802.88	\$ 14,233.32	\$ 19,482.00	\$ 17,694.24
Aggregate Corridor:		125%	125%	125%	125%	125%
Single Attachment	52	\$ 701.17	\$ 667.49	\$ 644.76	\$ 614.23	\$ 581.95
EE+SP Attachment	0	\$ 1,722.65	\$ 1,635.83	\$ 1,542.58	\$ 1,756.29	\$ 1,665.75
EE+CH Attachment	0	\$ 1,722.65	\$ 1,635.83	\$ 1,542.58	\$ 1,756.29	\$ 1,665.75
Family Attachment	139	\$ 1,722.65	\$ 1,635.83	\$ 1,542.58	\$ 1,756.29	\$ 1,665.75
Composite	191	\$ 1,444.55	\$ 1,372.20	\$ 1,298.15	\$ 1,445.36	\$ 1,370.68
Monthly Claims Liability		\$ 275,909.19	\$ 262,089.85	\$ 247,946.14	\$ 276,064.27	\$ 261,800.65
Annual Claims Liability		\$ 3,310,910.28	\$ 3,145,078.20	\$ 2,975,353.68	\$ 3,312,771.24	\$ 3,141,607.80
			-5.01%	-10.13%	0.06%	-5.11%
Aggregate Run-In Limit		\$ -	\$ -	\$ 446,303.00	\$ 596,300.00	\$ -
Total Reinsurance Expense						
Annual Fixed Premium		\$ 604,980.60	\$ 632,380.68	\$ 693,593.88	\$ 605,684.04	\$ 803,200.32
% Difference			4.53%	14.65%	0.12%	32.76%
Maximum Cost Liability		\$ 3,915,890.88	\$ 3,777,458.88	\$ 3,668,947.56	\$ 3,918,455.28	\$ 3,944,808.12
% Difference			-3.54%	-6.31%	0.07%	0.74%

Proprietary & Confidential

Berkshire Hathaway would be subject to an additional \$5 PEPM which would be assessed by UMR as a non-preferred stop loss vendor. This would increase their cost by \$11,460 which equates to a 2.01% increase over current. They also indicated the potential for two claimants to be lasered.

<p align="center">APPROVAL</p> <p align="center"><i>Slw</i></p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE</p> <p align="center">10/18/2022</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center">Finance Committee Recommended Changes to the 2023 Mayor's Recommended Budget</p>	<p align="center">ITEM NUMBER</p> <p align="center">G.12.</p>

BACKGROUND

Following introduction of the 2023 Mayor's Recommended Budget to the Common Council on October 4, 2022, the Common Council approved a motion forwarding the budget to the Finance Committee for its review and submission of any recommended changes to the Common Council.

The Finance Committee met and reviewed the 2023 Mayor's Recommended Budget at three meetings on October 5th, October 6th, and October 11th. The first two meetings included: presentations from each Department Head to provide details on the budget requests and respond to inquiries regarding departmental operating and related capital items and the functions and operations of each department; an overview of the entire budget document; and a plan to review the entire budget over the course of three meetings. During the third meeting, the Committee accepted updated budget information from staff regarding specific funds outside of the general fund which will be detailed below; reviewed the details, including funding, of the Capital Funds—Capital Outlay, Equipment Replacement, Capital Improvement, Street Improvement, Utility Development, Development Fund; reviewed the historical, current and projected status, including funding, of the Tax Incremental Financing Districts; reviewed the historical, current and projected status, including funding of the Debt Service; reviewed the Self-Insurance Fund; and reviewed the City's valuation, total tax levy and tax rates in detail.

ANALYSIS

Included in the updated information provided to the Finance Committee were additional information and updates to the 2023 Mayor's Recommended Budget, including the amount of changes, as follows:

- *Fund 61—Sanitary Sewer Fund* - attached pages 35-37 / 211-213, with changes clearly identified – this budget was in process at the time of the October 4th budget release and subsequently completed and provided to the Finance Committee on October 11th:
 - *Increase in Revenues* - \$1,578,796
 - *Increase in Expenses* - \$5,501,886

- *Fund 25—Health Department Grant Fund* – attached pages 224-225, with changes clearly identified – this budget was complete at the time of the October 4th budget release, however, the revenues and some of the expenditures were not carried forward from the Department Request column to the Mayor's Recommended column; this was corrected and provided to the Finance Committee on October 11th:
 - *Increase in Revenues* - \$723,683
 - *Increase in Expenditures* - \$317,293

- *Fund 22—Utility Improvement Fund* – attached page 276, with changes clearly identified – this budget was held for staff review after the budget release, and was subsequently completed and provided to the Finance Committee on October 11th:
 - *Increase in Revenues* - \$109,500
 - *Increase in Expenditures* - \$700,000

- *Fund 27—Development Fund* – attached pages 277-280, with changes clearly identified – all of the project spending for this fund was originally included in the Capital Improvement Budget on page 256, however this budget was held for staff review after the budget release, and was subsequently completed and provided to the Finance Committee on October 11th:
 - *Increase in Revenues* - \$1,190,000
 - *Increase in Expenditures* - \$969,325
 - *Note that there is one update compared to what was provided to the Finance Committee - on page 279, \$88,800 was inadvertently placed in the Police Department account instead of the Fire Department account; that has now been updated.*

- *Fund 51—Special Assessment Fund* – attached page 299, with changes clearly identified – this budget was held for staff review after the budget release, and was subsequently completed and provided to the Finance Committee on October 11th:
 - *Increase in Revenues* - \$3,100
 - *Increase in Expenditures* - \$0

- *Fund 75—Self-Insurance Fund* – attached pages 323-325, which are new additions to the budget - this budget was in process at the time of the October 4th budget release and subsequently completed and provided to the Finance Committee on October 11th:
 - *Increase in Revenues* - \$3,045,900
 - *Increase in Expenses* - \$3,479,200

Please note that if these changes are authorized by Council, the Budget will go from being identified as the '2023 Mayor's Recommended Budget' to the 'Proposed Budget'. The Proposed Budget will then be utilized for the Public Hearing Notice which will be published on October 26, 2022, for the November 15, 2022, Public Hearing on the same.

RECOMMENDATION

At their October 11, 2022 meeting, the Finance Committee unanimously approved a motion to recommend to the Common Council to amend the 2023 Mayor's Recommended Budget per the above changes and as detailed in the attached schedules.

COUNCIL ACTION REQUESTED

Motion to amend the 2023 Mayor's Recommended Budget for revenues and expenditures as detailed herein and on the attached schedules, to be included in the 2023 Proposed Budget for the Public Hearing scheduled for November 15, 2022.

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 61 SANI SEWER FUND

GL NUMBER	DESCRIPTION	MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2023 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
INTERGOVERNMENTAL							
61-0000-4150	OTHER GRANTS	0	0	190,000	190,000	0	0
NET OF REVENUES/APPROPRIATIONS - INTERGOVERNMENTAL							
CHARGES FOR SERVICES							
61-0000-4413	PROPERTY STATUS REPORTS	2,000	2,000	2,000	2,000	1,810	1,990
61-0000-4461	METERED SALES-RESIDENTIAL	2,485,000	2,485,000	2,450,000	2,485,300	2,392,224	2,162,732
61-0000-4462	METERED SALES-COMMERCIAL	665,000	665,000	650,000	650,000	673,417	606,230
61-0000-4463	METERED SALES-INDUSTRIAL	415,000	415,000	450,000	509,600	454,239	470,863
61-0000-4465	METERED SALES - PUB AUTHORITY	150,000	150,000	178,000	178,000	148,266	166,674
61-0000-4466	PENALTY-FORFEITED DISCOUNT	22,000	22,000	25,000	37,000	24,112	17,667
61-0000-4468	METERED SALES-MULTIFAMILY	622,000	622,000	560,000	564,300	599,029	546,143
NET OF REVENUES/APPROPRIATIONS - CHARGES FOR SERVI		4,361,000	4,361,000	4,315,000	4,426,200	4,293,097	3,972,299
INVESTMENT EARNINGS							
61-0000-4711	INTEREST ON INVESTMENTS	5,000	5,000	5,000	5,000	2,957	9,506
61-0000-4712	INT Income - CLEAN WATER FUND LO	318,796	318,796	352,164	352,164	384,730	478,209
61-0000-4717	BOND PROCEEDS INTEREST INCOME	0	0	15,000	0	143	0
NET OF REVENUES/APPROPRIATIONS - INVESTMENT EARNIN		323,796	323,796	372,164	357,164	387,830	487,715
MISCELLANEOUS REVENUE							
61-0000-4751	PROPERTY SALE	0	0	0	0	9,245	0
61-0000-4781	REFUNDS/REIMBURSEMENTS	0	0	0	0	2,439	45
61-0000-4790	CAPITAL CONTRIBUTIONS	1,000,000	1,000,000	1,425,000	1,425,000	938,390	1,034,941
NET OF REVENUES/APPROPRIATIONS - MISCELLANEOUS REV		1,000,000	1,000,000	1,425,000	1,425,000	950,074	1,034,986
FUND TRANSFERS							
61-0000-4791	CONTRIBUTIONS FROM CITY	0	0	0	0	184,754	0
61-0000-4792	CONTRIBUTIONS FROM CITY VIA TID	200,000	200,000	0	0	0	5,868,051
NET OF REVENUES/APPROPRIATIONS - FUND TRANSFERS		200,000	200,000	0	0	184,754	5,868,051
PERSONAL SERVICES							
61-0731-5111	SALARIES-FT	358,943	358,943	358,943	353,209	367,680	297,125
61-0731-5115	SALARIES-TEMP	8,112	8,112	8,112	8,112	0	0
61-0731-5117	SALARIES-OT	10,000	10,000	10,000	10,000	8,298	8,143
61-0731-5118	COMPTIME TAKEN	0	0	0	0	2,020	1,306
61-0731-5133	LONGEVITY	1,068	1,068	1,068	1,174	1,223	1,052
61-0731-5134	HOLIDAY PAY	22,070	22,070	22,070	21,743	18,497	23,070
61-0731-5135	VACATION PAY	28,745	28,745	28,745	28,617	27,777	23,295
NET OF REVENUES/APPROPRIATIONS - PERSONAL SERVICES		(428,938)	(428,938)	(428,938)	(422,855)	(425,495)	(353,991)
EMPLOYEE BENEFITS							
61-0731-5151	FICA	32,814	32,814	32,814	32,348	30,087	24,172
61-0731-5152	RETIREMENT	46,623	46,623	46,623	37,395	(18,949)	99,109
61-0731-5153	RETIREE GROUP HEALTH	1,444	1,444	1,444	3,760	3,072	17,228
61-0731-5154	GROUP HEALTH & DENTAL	78,350	78,350	85,266	72,427	72,861	75,101
61-0731-5155	LIFE INSURANCE	2,181	2,181	2,181	2,152	2,022	1,669
61-0731-5156	WORKERS COMPENSATION INS	9,627	9,627	12,843	13,888	13,416	6,853
61-0731-5162	EMPLOYER HSA CONTRIBUTION	0	0	0	0	0	188
61-0731-5180	COVID LABOR & BENES NOT GRANT FU	0	0	0	0	0	2,286
NET OF REVENUES/APPROPRIATIONS - EMPLOYEE BENEFITS		(171,039)	(171,039)	(181,171)	(161,970)	(102,509)	(226,606)
CONTRACTUAL SERVICES							
61-0731-5213	AUDITING	4,840	4,840	5,000	5,000	3,475	4,475
61-0731-5242	EQUIPMENT MAINTENANCE	71,450	71,450	25,000	66,150	35,101	63,131
61-0731-5257	SOFTWARE MAINTENANCE	17,500	17,500	17,000	14,500	17,609	13,567
61-0731-5287	OTHER COSTS-HAZARDOUS WASTE	60,000	60,000	57,500	53,500	46,973	52,366
61-0731-5288	OTHER COSTS - DUMPING	2,000	2,000	1,000	1,550	750	1,050

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 61 SANI SEWER FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
CONTRACTUAL SERVICES							
61-0731-5299	SUNDRY CONTRACTORS	20,000	20,000	15,000	18,900	20,272	20,947
NET OF REVENUES/APPROPRIATIONS - CONTRACTUAL SERVI		(175,790)	(175,790)	(120,500)	(159,600)	(124,180)	(155,536)
SUPPLIES							
61-0731-5311	POSTAGE	13,000	13,000	10,000	11,500	10,780	10,222
61-0731-5312	OFFICE SUPPLIES	2,500	2,500	1,500	2,200	668	998
61-0731-5313	PRINTING	5,000	5,000	4,800	4,800	4,814	4,774
61-0731-5326	UNIFORMS	4,000	4,000	1,000	3,850	3,849	3,701
61-0731-5328	EDUCATION SUPPLIES	250	250	0	0	102	0
61-0731-5329	OPERATING SUPPLIES	1,200	1,200	500	1,200	388	464
61-0731-5331	FUEL/LUBRICANTS	16,400	16,400	13,000	14,250	10,151	6,194
61-0731-5332	VEHICLE SUPPORT	29,500	30,000	10,000	29,500	8,945	9,622
61-0731-5333	EQUIPMENT SUPPLIES	30,000	30,000	30,000	30,000	26,613	22,386
61-0731-5336	TELEVISION SUPPLIES	15,500	15,500	13,000	14,000	10,962	1,321
NET OF REVENUES/APPROPRIATIONS - SUPPLIES		(117,350)	(117,850)	(83,800)	(111,300)	(77,272)	(59,682)
SERVICES & CHARGES							
61-0731-5413	SEWER	2,650,000	2,650,000	2,600,000	2,700,000	2,630,034	2,569,029
61-0731-5415	TELEPHONE	5,200	5,200	5,000	5,000	5,108	4,904
61-0731-5416	METER READING COSTS	6,500	6,500	3,500	7,050	4,167	6,403
61-0731-5417	UNCOLLECTIBLE ACCOUNTS	0	0	0	1,000	0	170
61-0731-5425 *	CONFERENCES & MEMBERSHIPS	8,000	8,000	7,500	7,850	3,117	1,739
61-0731-5428	ALLOCATED INSURANCE COST	35,100	35,100	27,000	26,000	30,328	30,328
61-0731-5432	MILEAGE	850	850	750	750	318	199
61-0731-5433	EQUIPMENT RENTAL	1,500	1,500	1,200	1,200	0	0
61-0731-5437	LANDFILL DISPOSAL TAXES	1,500	1,500	1,600	1,800	1,895	980
61-0731-5493	LOCK BOX CHARGES	12,000	12,000	10,000	9,250	11,715	9,721
NET OF REVENUES/APPROPRIATIONS - SERVICES & CHARGE		(2,720,650)	(2,720,650)	(2,656,550)	(2,759,900)	(2,686,682)	(2,623,473)
TRANSFERS OUT							
61-0731-5480	TAXES	3,100	3,100	3,100	3,100	2,868	3,011
NET OF REVENUES/APPROPRIATIONS - TRANSFERS OUT		(3,100)	(3,100)	(3,100)	(3,100)	(2,868)	(3,011)
FACILITY CHARGES							
61-0731-5541	DEPRECIATION	300,000	300,000	275,000	275,000	197,868	181,222
61-0731-5551	WATER	1,000	1,000	1,000	1,000	428	769
61-0731-5552	ELECTRICITY	5,700	5,700	5,700	5,700	6,719	5,598
61-0731-5553	SEWER	0	0	0	300	0	266
61-0731-5554	NATURAL GAS	10,000	10,000	10,000	8,000	8,056	6,151
61-0731-5559	BUILDING MAINTENANCE-OTHER	19,080	19,080	17,000	15,900	13,735	16,300
61-0731-5561	CITY SUPPORT-ENG & ADMIN	143,750	143,750	123,410	123,410	109,380	103,550
61-0731-5572	ELECTRICITY-SEWER LIFT STATIONS	25,000	25,000	25,000	25,000	19,368	21,537
NET OF REVENUES/APPROPRIATIONS - FACILITY CHARGES		(504,530)	(504,530)	(457,110)	(454,310)	(355,554)	(335,393)
DEBT SERVICE							
61-0731-5601	BOND/NOTE ISSUANCE COST	0	0	0	0	97,684	0
61-0731-5691.8031	BANK FEES 2021B	0	0	0	400	0	0
NET OF REVENUES/APPROPRIATIONS - DEBT SERVICE		0	0	0	(400)	(97,684)	0
INTEREST							
61-0731-5621	INT EXP CLEAN WATER FUND LOAN	383,396	383,396	484,914	484,914	384,730	406,174
NET OF REVENUES/APPROPRIATIONS - INTEREST		(383,396)	(383,396)	(484,914)	(484,914)	(384,730)	(406,174)
CLAIMS, CONTRIB. AND AWARDS							
61-0731-5741	DEPRECIATION-CIAC	2,055,000	2,055,000	2,045,000	2,045,000	2,033,747	2,023,981
NET OF REVENUES/APPROPRIATIONS - CLAIMS, CONTRIB.		(2,055,000)	(2,055,000)	(2,045,000)	(2,045,000)	(2,033,747)	(2,023,981)

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 61 SANI SEWER FUND

GL NUMBER	DESCRIPTION	MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
CAPITAL OUTLAY							
61-0731-5811 *	AUTO EQUIPMENT	5,500	5,500	25,000	25,000	24,997	49,872
61-0731-5813	OFFICE EQUIPMENT	2,500	2,500	2,500	2,500	0	0
61-0731-5814	NONMOTORIZED EQUIPMENT	3,000	3,000	3,000	3,000	6,500	5,248
61-0731-5815	SHOP EQUIPMENT	2,500	2,500	2,000	2,000	0	0
61-0731-5819	OTHER CAPITAL EQUIPMENT	0	0	0	0	0	13,068
61-0731-5822	BUILDING IMPROVEMENTS	12,050	12,050	15,000	15,000	0	0
61-0731-5826	SANITARY SEWER CONSTRUCTION	0	0	63,100	0	90,073	130,404
61-0731-5827	SEWER LIFT/PUMP STATION CONSTRUC	0	0	2,376,500	0	3,003	0
61-0731-5829 *	SANITARY SEWER REHAB	221,450	221,450	620,315	490,250	144,133	189,896
61-0731-5841 *	COMPUTER EQUIPMENT	17,000	18,000	2,000	2,000	1,800	1,192
61-0731-5843	COMPUTER SOFTWARE	16,050	16,050	33,000	33,000	24,340	34,713
61-0731-5899	Capitalized Assets	(125,000)	(125,000)	(73,000)	(73,000)	(124,573)	(230,305)
	NET OF REVENUES/APPROPRIATIONS - CAPITAL OUTLAY	(155,050)	(156,050)	(3,069,415)	(499,750)	(170,273)	(194,088)
NET OF REVENUES/APPROPRIATIONS - FUND 61							
	BEGINNING FUND BALANCE	(830,047)	(831,547)	(3,228,334)	(704,735)	(645,239)	4,981,116
	FUND BALANCE ADJUSTMENTS	65,296,658	65,296,658	68,524,992	68,524,992	69,170,230	64,189,116
	ENDING FUND BALANCE	64,466,611	64,465,111	65,296,658	67,820,257	(1)	0
DEPARTMENT 0731 SEWER						68,524,990	69,170,232
5425	CONFERENCES & MEMBERSHIPS			7,500			
	Needed to keep licencies and education current for the crew.		8,000				
5811	AUTO EQUIPMENT						
	FOOTNOTE AMOUNTS:	8,000	8,000				
	This would be partial fundsto complete the purchase for a 2023 vehicle with incumbrance monies from the 2022 budget	5,500	5,500	0			
	FOOTNOTE AMOUNTS:	0	0	25,000			
	ACCOUNT '5811' TOTAL	5,500	5,500	25,000			
5829	SANITARY SEWER REHAB						
	DDG - Changed value to \$221450 per Excel report reviewed by Mayor - Private Property Infiltration and Inflow proejects (3) - all are reimbursed from MMSD	221,450	221,450	620,315			
5841	COMPUTER EQUIPMENT						
	FOOTNOTE AMOUNTS:	14,000	14,000	0			
	Needed upgrade master SCADA PLC and control panel @ city hall.	2,000	2,000	0			
	FOOTNOTE AMOUNTS:	1,000	1,000	0			
	Replace six year old desk top and screen.	0	0	0			
	FOOTNOTE AMOUNTS:	0	0	0			
	Replacement of desk top / lap top equipment	0	1,000	0			
	FOOTNOTE AMOUNTS:	0	1,000	0			
	\$1000,00 for note Pad and lap top replacement	0	0	2,000			
	FOOTNOTE AMOUNTS:	0	0	2,000			
	ACCOUNT '5841' TOTAL	17,000	18,000	2,000			
	DEPT. '0731' TOTAL	251,950	252,950	654,815			

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 61 SANI SEWER FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
INTERGOVERNMENTAL							
61-0000-4150	OTHER GRANTS	0	0	190,000	190,000	0	0
NET OF REVENUES/APPROPRIATIONS - INTERGOVERNMENTAL							
CHARGES FOR SERVICES							
61-0000-4413	PROPERTY STATUS REPORTS	2,000	2,000	2,000	2,000	1,810	1,990
61-0000-4461	METERED SALES-RESIDENTIAL	2,485,000	2,485,000	2,450,000	2,485,300	2,392,224	2,162,732
61-0000-4462	METERED SALES-COMMERCIAL	665,000	665,000	650,000	650,000	673,417	606,230
61-0000-4463	METERED SALES-INDUSTRIAL	415,000	415,000	450,000	509,600	470,863	470,863
61-0000-4465	METERED SALES - PUB AUTHORITY	150,000	150,000	178,000	178,000	148,266	166,674
61-0000-4466	PENALTY-FORFEITED DISCOUNT	22,000	22,000	25,000	37,000	24,112	17,667
61-0000-4468	METERED SALES-MULTIFAMILY	622,000	622,000	560,000	564,300	599,029	546,143
NET OF REVENUES/APPROPRIATIONS - CHARGES FOR SERVI							
INVESTMENT EARNINGS							
61-0000-4711	INTEREST ON INVESTMENTS	5,000	5,000	5,000	5,000	2,957	9,506
61-0000-4712	INT Income - CLEAN WATER FUND LO	318,796	318,796	352,164	352,164	384,730	478,209
61-0000-4717	BOND PROCEEDS INTEREST INCOME	0	0	15,000	0	143	0
NET OF REVENUES/APPROPRIATIONS - INVESTMENT EARNIN							
MISCELLANEOUS REVENUE							
61-0000-4751	PROPERTY SALE	0	0	0	0	9,245	0
61-0000-4781	REFUNDS/REIMBURSEMENTS	0	0	0	0	2,439	45
61-0000-4790	CAPITAL CONTRIBUTIONS	1,000,000	1,000,000	1,425,000	1,425,000	938,390	1,034,941
NET OF REVENUES/APPROPRIATIONS - MISCELLANEOUS REV							
FUND TRANSFERS							
61-0000-4791	CONTRIBUTIONS FROM CITY	0	0	0	0	184,754	0
61-0000-4792	CONTRIBUTIONS FROM CITY VIA TID	200,000	200,000	0	0	0	5,868,051
NET OF REVENUES/APPROPRIATIONS - FUND TRANSFERS							
PERSONAL SERVICES							
61-0731-5111	SALARIES-FT	358,943	358,943	358,943	353,209	367,680	297,125
61-0731-5115	SALARIES-TEMP	8,112	8,112	8,112	8,112	0	0
61-0731-5117	SALARIES-OT	10,000	10,000	10,000	10,000	8,298	8,143
61-0731-5118	COMPTIME TAKEN	0	0	0	0	2,020	1,306
61-0731-5133	LONGEVITY	1,068	1,068	1,068	1,174	1,223	1,052
61-0731-5134	HOLIDAY PAY	22,070	22,070	22,070	21,743	18,497	23,070
61-0731-5135	VACATION PAY	28,745	28,745	28,745	28,617	27,777	23,295
NET OF REVENUES/APPROPRIATIONS - PERSONAL SERVICES							
EMPLOYEE BENEFITS							
61-0731-5151	FICA	32,814	32,814	32,814	32,348	30,087	24,172
61-0731-5152	RETIREMENT	46,623	46,623	46,623	37,395	(18,949)	99,109
61-0731-5153	RETIRE GROUP HEALTH	1,444	1,444	1,444	3,760	3,072	17,228
61-0731-5154	GROUP HEALTH & DENTAL	78,350	78,350	85,266	72,427	72,861	75,101
61-0731-5155	LIFE INSURANCE	2,181	2,181	2,181	2,152	2,022	1,669
61-0731-5156	WORKERS COMPENSATION INS	9,627	9,627	12,843	13,888	13,416	6,853
61-0731-5162	EMPLOYER HSA CONTRIBUTION	0	0	0	0	0	188
61-0731-5180	COVID LABOR & BENES NOT GRANT FU	0	0	0	0	0	2,286
NET OF REVENUES/APPROPRIATIONS - EMPLOYEE BENEFITS							
CONTRACTUAL SERVICES							
61-0731-5213	AUDITING	4,840	4,840	5,000	5,000	3,475	4,475
61-0731-5242	EQUIPMENT MAINTENANCE	17,450	17,450	25,000	66,150	35,101	63,131
61-0731-5257	SOFTWARE MAINTENANCE	71,500	17,500	17,000	14,500	17,609	13,567
61-0731-5287	OTHER COSTS-HAZARDOUS WASTE	60,000	60,000	57,500	53,500	46,973	52,366
61-0731-5288	OTHER COSTS - DUMPING	2,000	2,000	1,000	1,550	750	1,050

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 61 SAN. SEWER FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2022 ACTIVITY	2022 ACTIVITY
CONTRACTUAL SERVICES							
61-0731-5299	SUNDRY CONTRACTORS	20,000	20,000	15,000	18,900	20,272	20,947
		(175,790)	(175,790)	(120,500)	(159,600)	(124,180)	(155,536)
NET OF REVENUES/APPROPRIATIONS - CONTRACTUAL SERVI							
SUPPLIES							
61-0731-5311	POSTAGE	13,000	13,000	10,000	11,500	10,780	10,222
61-0731-5312	OFFICE SUPPLIES	2,500	2,500	1,500	2,200	668	998
61-0731-5313	PRINTING	5,000	5,000	4,800	4,800	4,814	4,774
61-0731-5326	UNIFORMS	4,000	4,000	1,000	3,850	3,849	3,701
61-0731-5328	EDUCATION SUPPLIES	250	250	0	0	102	0
61-0731-5329	OPERATING SUPPLIES	1,200	1,200	500	1,200	388	464
61-0731-5331	FUEL/LUBRICANTS	16,400	16,400	13,000	14,250	10,151	6,194
61-0731-5332	VEHICLE SUPPORT	29,500	30,000	10,000	29,500	8,945	9,622
61-0731-5333	EQUIPMENT SUPPLIES	30,000	30,000	30,000	30,000	26,613	22,386
61-0731-5336	TELEVISION SUPPLIES	15,500	15,500	13,000	14,000	10,962	1,321
		(117,350)	(117,850)	(83,800)	(111,300)	(77,272)	(59,682)
NET OF REVENUES/APPROPRIATIONS - SUPPLIES							
SERVICES & CHARGES							
61-0731-5413	SEWER	2,650,000	2,650,000	2,600,000	2,700,000	2,630,034	2,569,029
61-0731-5415	TELEPHONE	5,200	5,200	5,000	5,000	5,108	4,904
61-0731-5416	METER READING COSTS	6,500	6,500	3,500	7,050	4,167	6,403
61-0731-5417	UNCOLLECTIBLE ACCOUNTS	0	0	0	1,000	0	170
61-0731-5425 *	CONFERENCES & MEMBERSHIPS	8,000	8,000	7,500	7,850	3,117	1,739
61-0731-5428	ALLOCATED INSURANCE COST	35,100	35,100	27,000	26,000	30,328	30,328
61-0731-5432	MILEAGE	850	850	750	750	318	199
61-0731-5433	EQUIPMENT RENTAL	1,500	1,500	1,200	1,200	0	0
61-0731-5437	LANDFILL DISPOSAL TAXES	1,500	1,500	1,600	1,800	1,895	980
61-0731-5493	LOCK BOX CHARGES	12,000	12,000	10,000	9,250	11,715	9,721
		(2,720,650)	(2,720,650)	(2,656,550)	(2,759,900)	(2,686,682)	(2,623,473)
NET OF REVENUES/APPROPRIATIONS - SERVICES & CHARGE							
TRANSFERS OUT							
61-0731-5480	TAXES	3,100	3,100	3,100	3,100	2,868	3,011
		(3,100)	(3,100)	(3,100)	(3,100)	(2,868)	(3,011)
NET OF REVENUES/APPROPRIATIONS - TRANSFERS OUT							
FACILITY CHARGES							
61-0731-5541	DEPRECIATION	300,000	300,000	275,000	275,000	197,868	181,222
61-0731-5551	WATER	1,000	1,000	1,000	1,000	428	769
61-0731-5552	ELECTRICITY	5,700	5,700	5,700	5,700	6,719	5,598
61-0731-5553	SEWER	0	0	0	300	0	266
61-0731-5554	NATURAL GAS	10,000	10,000	10,000	8,000	8,056	6,151
61-0731-5559	BUILDING MAINTENANCE-OTHER	19,080	19,080	17,000	15,900	13,735	16,300
61-0731-5561	CITY SUPPORT-ENG & ADMIN	143,750	143,750	123,410	123,410	109,380	103,550
61-0731-5572	ELECTRICITY-SEWER LIFT STATIONS	25,000	25,000	25,000	25,000	19,368	21,537
		(504,530)	(504,530)	(457,110)	(454,310)	(355,554)	(335,393)
NET OF REVENUES/APPROPRIATIONS - FACILITY CHARGES							
DEBT SERVICE							
61-0731-5601	BOND/NOTE ISSUANCE COST	0	0	0	0	97,684	0
61-0731-5691.8031	BANK FEES 2021B	0	0	0	400	0	0
		0	0	0	(400)	(97,684)	0
NET OF REVENUES/APPROPRIATIONS - DEBT SERVICE							
INTEREST							
61-0731-5621	INT EXP CLEAN WATER FUND LOAN	383,396	383,396	484,914	484,914	384,730	406,174
		(383,396)	(383,396)	(484,914)	(484,914)	(384,730)	(406,174)
NET OF REVENUES/APPROPRIATIONS - INTEREST							
CLAIMS, CONTRIB. AND AWARDS							
61-0731-5741	DEPRECIATIONS-CIAC	2,055,000	2,055,000	2,045,000	2,045,000	2,033,747	2,023,981
		(2,055,000)	(2,055,000)	(2,045,000)	(2,045,000)	(2,033,747)	(2,023,981)
NET OF REVENUES/APPROPRIATIONS - CLAIMS, CONTRIB.							

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 61 SANITARY SEWER FUND

GL NUMBER	DESCRIPTION	MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
CAPITAL OUTLAY							
61-0731-5811 *	AUTO EQUIPMENT	5,500	5,500	25,000	25,000	24,997	49,872
61-0731-5813	OFFICE EQUIPMENT	2,500	2,500	2,500	2,500	0	0
61-0731-5814	NONMOTORIZED EQUIPMENT	3,000	3,000	3,000	3,000	6,500	5,248
61-0731-5815	SHOP EQUIPMENT	2,500	2,500	2,000	2,000	0	0
61-0731-5819	OTHER CAPITAL EQUIPMENTS	0	0	0	0	0	13,068
61-0731-5822	BUILDING IMPROVEMENTS	12,050	12,050	15,000	15,000	0	0
61-0731-5826	SANITARY SEWER CONSTRUCTION	0	0	63,100	0	90,073	130,404
61-0731-5827	SEWER LIFT/PUMP STATION CONSTRUC	0	0	2,376,500	0	3,003	0
61-0731-5829 *	SANITARY SEWER REHAB	221,450	221,450	620,315	490,250	144,133	189,896
61-0731-5841 *	COMPUTER EQUIPMENT	17,000	18,000	2,000	2,000	1,800	1,192
61-0731-5843	COMPUTER SOFTWARE	16,050	16,050	33,000	33,000	24,340	34,713
61-0731-5899	Capitalized Assets	(125,000)	(125,000)	(73,000)	(73,000)	(124,573)	(230,305)
	NET OF REVENUES/APPROPRIATIONS - CAPITAL OUTLAY	(155,050)	(156,050)	(3,069,415)	(499,750)	(170,273)	(194,088)
	NET OF REVENUES/APPROPRIATIONS - FUND 61	(830,047)	(831,547)	(3,228,334)	(704,735)	(645,239)	4,981,116
	BEGINNING FUND BALANCE	65,296,658	65,296,658	68,524,992	68,524,992	69,170,230	64,189,116
	FUND BALANCE ADJUSTMENTS	0	0	0	0	(1)	0
	ENDING FUND BALANCE	64,466,611	64,465,111	65,296,658	67,820,257	68,524,990	69,170,232
DEPARTMENT 0731 SEWER							
5425	CONFERENCES & MEMBERSHIPS			7,500			
5811	AUTO EQUIPMENT						
	FOOTNOTE AMOUNTS:	8,000	8,000				
	Needed to keep licencies and education current for the crew.						
	FOOTNOTE AMOUNTS:	5,500	5,500	0			
	This would be partial fundsto complete the purchase for a 2023 vehicle with incumbrance monies from the 2022 budget	0	0	25,000			
	FOOTNOTE AMOUNTS:						
	ACCOUNT '5811' TOTAL	5,500	5,500	25,000			
5829	SANITARY SEWER REHAB						
	FOOTNOTE AMOUNTS:	221,450	221,450	620,315			
	DDG - Changed value to \$221450 per Excel report reviewed by Mayor - Private Property Infiltration and Inflow proejects (3)- all are reimbursed from MMSD						
5841	COMPUTER EQUIPMENT						
	FOOTNOTE AMOUNTS:	14,000	14,000	0			
	Needed upgrade master SCADA PLC and control panel @ city hall.	2,000	2,000	0			
	FOOTNOTE AMOUNTS:	1,000	1,000	0			
	Replace six year old desk top and screen.	0	0	0			
	FOOTNOTE AMOUNTS:	0	0	0			
	Replacement of desk top / lap top equipment	0	1,000	0			
	FOOTNOTE AMOUNTS:	0	1,000	0			
	\$1000,00 for note pad and lap top replacement	0	0	2,000			
	FOOTNOTE AMOUNTS:						
	ACCOUNT '5841' TOTAL	17,000	18,000	2,000			
	DEPT. '0731' TOTAL	251,950	252,950	654,815			

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 25 HEALTH DEPT GRANT FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
Dept 0000 - GENERAL							
25-0000-4143.6989	RES IMMUNIZATION COVID SUPP3	70,600	70,600	0	70,600	0	0
25-0000-4143.6990	GRANT RES CDC PUB HLTH WKFC DEV	82,600	82,600	0	84,700	0	0
25-0000-4143.6991	BLOCK GRANTS	370,000	370,000	0	460,000	0	0
25-0000-4143.6992	EPID & LAB CAP FOR INFECC DIS	0	0	0	325,000	177,263	0
25-0000-4143.6993	COVID PREPAREDNESS GRANT	3,456	3,456	0	0	36,271	0
25-0000-4143.6994	CARES Act Pandemic Response-BLOC	0	0	0	0	7,854	2,969
25-0000-4143.6995	CARES Act Testing-BLOCK GRANTS	0	0	0	0	170	9,920
25-0000-4143.6996	CARES Act Contact Tracing-Block	0	0	0	0	0	182,495
25-0000-4143.6997	CARES Act Contact Tracing-Block	0	0	0	0	0	25,259
25-0000-4143.7000	BLOCK GRANTS - HHS	0	0	0	0	0	1,500
25-0000-4143.7001	BLOCK GRANTS	0	0	0	4,400	4,366	1,840
25-0000-4143.7010	BLOCK GRANTS-Prevention	0	0	0	3,500	3,500	1,750
25-0000-4143.7014	BLOCK GRANT-FACT-FightAgainstCor	3,500	3,500	0	650	600	0
25-0000-4143.7018	BLOCK GRANTS-WI WINS	900	900	0	1,200	1,197	1,197
25-0000-4143.7019	BLOCKGRANT-ChildhoodLeadPoisonPr	1,200	1,200	0	6,400	5,588	7,188
25-0000-4143.7020	BLOCK GRANTS-MCH-Maternal Child	8,200	8,200	0	5,730	12,328	6,598
25-0000-4143.7024	BLOCK GRANT-IAP-Immunization Act	7,850	7,850	0	11,321	7,373	9,349
25-0000-4143.7033	BLOCKGRANT-CRI-CitiesReadinessIn	11,321	11,321	0	46,767	32,916	35,219
25-0000-4143.7034	BLOCK GRANTS-PHEP-PublicHealthEm	39,956	39,956	0	9,600	4,600	0
25-0000-4143.7037	BLOCK GRANTS-Seniors-CDBG	0	0	0	120,000	61,666	88,000
25-0000-4143.7038	GRANT REV-DRUG-FREE COMM SUPP PR	120,000	120,000	0	4,500	4,100	2,392
25-0000-4143.7039	BLOCK GRANTS-Communicable Diseas	4,100	4,100	0	0	0	1,500
25-0000-4150.7001	OTHER GRANTS-Misc Other Grant Pr	0	0	0	0	1,780	0
25-0000-4781.6993	REFUNDS/REIMBURSEMENTS	0	0	0	0	0	4,500
25-0000-4799.7008	ALLIANCE FOR WI YOUTH	0	0	0	0	0	400
25-0000-4799.7010	MISC REVENUE-Prevention Block Gr	0	0	0	0	140	1,260
25-0000-4799.7015	WIHA-Diabetes-Revenue	0	0	0	0	350	150
25-0000-4799.7027	MISC REVENUE-Senior Fall Prevent	0	0	0	0	0	7,893
25-0000-4799.7038	MISC REVENUE-DrugFreeCommunity	0	0	0	0	0	391,379
NET OF REVENUES/APPROPRIATIONS - 0000 - GENERAL		723,683	723,683	0	1,154,368	362,062	
Dept 0411 - PUBLIC HEALTH							
25-0411-5111	HOLIDAY PAY	53,256	56,863	56,863	54,540	52,705	50,857
25-0411-5134.7038	VACATION PAY - DRUG FREE	3,084	3,293	3,293	3,159	2,856	3,116
25-0411-5151		2,203	2,352	2,352	2,256	1,161	211
25-0411-5152		4,479	4,782	4,782	4,587	4,343	4,148
25-0411-5154		3,981	4,251	4,251	3,897	3,829	3,657
25-0411-5155		109	116	116	235	166	273
25-0411-5156	RETIREE-DRUG-FREE COMM SUPP PROG	7,203	7,822	7,822	504	504	504
25-0411-5159	ALLOCATED PAYROLL COST	306	327	327	312	293	280
25-0411-5211.6989	MEDICAL SERVICES	82	1,644	2,188	2,434	100	107
25-0411-5211.6990	MEDICAL SERVICES	0	0	0	73,800	363,266	5,772
25-0411-5211.6991	MEDICAL SERVICES	0	0	0	70,600	0	0
25-0411-5211.6992	MEDICAL SERVICES	0	0	0	84,700	0	0
25-0411-5211.6993	MEDICAL SERVICES	0	0	0	460,000	0	0
25-0411-5211.6994	MEDICAL SERVICES	0	0	0	120,000	0	0
25-0411-5211.6995	COVID-19 CONTACT TRACING-Medical	0	0	0	0	0	108,824
25-0411-5211.6996	OTHER PROFESSIONAL SERVICES	0	0	0	48,076	12,424	6,000
25-0411-5211.7038	OTH PROF SERV- DRUG-FREE COMM SU	0	0	0	0	0	9,972
25-0411-5219.7034	SUNDRY CONTRACTORS-PHEP-Pandemic	0	0	0	0	100	0
25-0411-5299.7037	SUNDRY CONTRACTORS	0	0	0	5,000	0	0
25-0411-5299.7038	SUNDRY CONTRACTORS-DRUG-FREE COM	0	0	0	0	7,296	12,380
25-0411-5311.7020	POSTAGE-MCH-Maternal Child Health	0	0	0	0	0	210
25-0411-5311.7037	POSTAGE-Seniors-CDBG	0	0	0	400	0	0
25-0411-5311.6989	OFFICE SUPPLIES	7,000	7,000	0	0	0	0
25-0411-5312.6990	OFFICE SUPPLIES	2,985	2,985	0	0	0	0
25-0411-5312.7010	OFFICE SUPPLIES-Prevention Block	0	0	0	0	49	0
25-0411-5312.7014	OFFICE SUPPLIES-FightAgainstCorp	0	0	0	500	274	160

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 25 HEALTH DEPARTMENT GRANT FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
Dept 0411 - PUBLIC HEALTH		0	0	0	0	5	1,055
25-0411-5312.7034	OFFICE SUPPLIES-PHEP-PublicHealth	0	0	0	0	253	1,900
25-0411-5312.7038	OFFICE SUPP-DRUG-FREE COMM SUPP	0	0	0	0	128	0
25-0411-5312.7038	PRINTING	1,000	1,000	0	0	0	1,100
25-0411-5313.6991	PRINTING-MCH-Maternal Child Heal	0	0	0	0	528	26
25-0411-5313.7020	PRINTING-Cities Readiness Initia	0	0	0	900	849	827
25-0411-5313.7033	PRINTING-CDBG Seniors	0	0	0	0	1,253	5,142
25-0411-5313.7037	PRINTING-DRUG-FREE COMM SUPP PRO	0	0	0	0	0	0
25-0411-5313.7038	OPERATING SUPPLIES	15,500	15,500	0	0	0	0
25-0411-5329.6989	OPERATING SUPPLIES	24,666	24,666	0	0	4,240	0
25-0411-5329.6990	OPERATING SUPPLIES	100,000	100,000	0	175,000	30,427	0
25-0411-5329.6991	OPERATING SUPPLIES	0	0	0	0	8,567	2,906
25-0411-5329.6993	OPERATING SUPPLIES	0	0	0	0	6,312	3,518
25-0411-5329.6995	OPERATING SUPPLIES	0	0	0	0	1,333	3,911
25-0411-5329.6996	OPERATING SUPPLIES	0	0	0	0	1,445	47,259
25-0411-5329.6997	OPERATING SUPPLIES	0	0	0	0	0	0
25-0411-5329.6999	OPERATING SUPPLIES	12,500	12,500	0	0	0	0
25-0411-5329.7004	OPERATING SUPPLIES	1,635	1,635	0	3,500	1,807	2,995
25-0411-5329.7010	OPERATING SUPPLIES-FightAgainstC	1,771	1,771	0	3,000	2,289	2,691
25-0411-5329.7014	COMPLIANCE CHECK-WI WINS Grant	300	300	0	650	0	0
25-0411-5329.7018	OPERATING SUPPLIES-Childhood lea	0	0	0	0	(1,197)	0
25-0411-5329.7019	OPERATING SUPPLIES-Maternal Chil	4,177	4,177	0	4,400	3,952	1,172
25-0411-5329.7020	OPERATING SUPPLIES-ImmunizatAct	4,849	4,849	0	4,730	3,153	7,241
25-0411-5329.7024	OPERATING SUPPLIES-Cities Readin	5,216	5,216	0	5,321	1,150	848
25-0411-5329.7033	OPERATING SUPPLIES-PublicHealthe	4,167	4,167	0	6,767	5,934	4,722
25-0411-5329.7034	OPERATING SUPPLIES-Seniors-CDBG	0	0	0	3,300	2,283	1,089
25-0411-5329.7037	OPERATING SUPPLIES-DRUG-FREE COM	43,332	43,332	0	0	5,022	8,068
25-0411-5329.7039	OPERATING SUPPLIES-Communicable	4,100	4,100	0	1,100	2,219	2,089
25-0411-5329.7039	OPERATING SUPPLIES-Communicable	6,400	6,400	0	6,400	6,400	6,400
25-0411-5410.7034	DATA COMMUNICATION SERVICE-PHEP	0	0	0	0	426	449
25-0411-5415.7034	TELEPHONE-PHEP-PublicHealthEmerg	0	0	0	0	(5,438)	0
25-0411-5422.7020	SUBSCRIPTIONS-MCH-MaternalChildh	0	0	0	0	0	22
25-0411-5424.7038	MEMBERSHIPS/DUES-DRUG-FREE COMM	6,698	6,698	0	0	1,996	0
25-0411-5425.6990	CONFERENCES & SCHOOLS	45,500	45,500	0	0	0	0
25-0411-5425.6991	CONFERENCES & SCHOOLS	0	0	0	0	0	0
25-0411-5425.7001	CONFERENCES & SCHOOLS-Misc Other	0	0	0	900	0	653
25-0411-5425.7010	CONFERENCES-Prevention Block Gra	0	0	0	0	0	75
25-0411-5425.7020	CONFERENCES-Maternal Child Health	0	0	0	0	0	342
25-0411-5425.7033	CONFERENCES-Cities Readiness Ini	1,038	1,038	0	1,000	646	0
25-0411-5425.7034	CONFERENCES-Public Health Emerge	2,793	2,793	0	2,000	1,977	10
25-0411-5425.7038	CONFERENCES-Drug-Free Commty Sup	21,666	21,666	0	0	3,729	5,190
25-0411-5425.7039	CONFERENCES&SCHOOLS-Communicable	0	0	0	0	0	20
25-0411-5432.7038	MILEAGE-DRUG-FREE COMM SUPP	0	0	0	0	168	168
25-0411-5841.6999	COMPUTER EQUIPMENT	0	0	0	0	0	5,262
NET OF REVENUES/APPROPRIATIONS - 0411 - PUBLIC HEA		(391,996)	(398,124)	(81,994)	(1,153,968)	(541,054)	(323,621)
ESTIMATED REVENUES - FUND 25		723,683	723,683	0	1,154,368	362,062	391,379
APPROPRIATIONS - FUND 25		391,996	398,124	81,994	1,153,968	541,054	323,621
NET OF REVENUES/APPROPRIATIONS - FUND 25		331,687	325,559	(81,994)	400	(178,992)	67,758
BEGINNING FUND BALANCE		(21,604)	(21,604)	60,390	60,390	239,382	171,625
ENDING FUND BALANCE		310,083	303,955	(21,604)	60,790	60,390	239,383

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 22 UTILITIES IMPROVEMENT FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
Dept 0755 - WATER CONNECTION							
22-0755-4091	SPEC ASSESSMENT - WATER PRINCIPAL	25,000	25,000	25,000	10,000	47,248	65,402
22-0755-4711	INTEREST ON INVESTMENTS	7,000	7,000	5,000	2,500	2,219	5,820
22-0755-4712	SPECIAL ASSESSMENTS-INTEREST	1,700	1,700	1,700	1,700	3,876	3,905
22-0755-5598	TSFR TO CAPITAL IMPROVEMENT FUND	200,000	200,000	1,191,500	1,046,450	0	0
	NET OF REVENUES/APPROPRIATIONS - 0755 - WATER CONN	(166,300)	(166,300)	(1,159,800)	(1,032,250)	53,343	75,127
Dept 0756 - SEWER CONNECTION							
22-0756-4091	SPEC ASSESSMENT-SEWER PRINCIPAL	27,800	27,800	27,800	27,800	26,231	57,709
22-0756-4093	SEWER CONNECTION FEE	34,000	34,000	34,000	27,000	18,720	44,662
22-0756-4711	INTEREST ON INVESTMENTS	7,500	7,500	7,500	3,000	2,875	7,643
22-0756-4712	SPECIAL ASSESSMENTS-INTEREST	6,500	6,500	6,500	4,800	6,412	8,239
22-0756-5598	TSFR TO CAPITAL IMPROVEMENT FUND	500,000	500,000	0	500,000	0	0
	NET OF REVENUES/APPROPRIATIONS - 0756 - SEWER CONN	(424,200)	(424,200)	75,800	(437,400)	54,238	118,253
ESTIMATED REVENUES - FUND 22		109,500	109,500	107,500	76,800	107,581	193,380
APPROPRIATIONS - FUND 22		700,000	700,000	1,191,500	1,546,450	0	0
NET OF REVENUES/APPROPRIATIONS - FUND 22		(590,500)	(590,500)	(1,084,000)	(1,469,650)	107,581	193,380
BEGINNING FUND BALANCE		1,411,758	1,411,758	2,495,758	2,495,758	2,388,177	2,194,797
ENDING FUND BALANCE		821,258	821,258	1,411,758	1,026,108	2,495,758	2,388,177

DEVELOPMENT FUND 27 IMPACT FEES

The Development Fund helps provide for the financing of public facilities such as roads, water systems, sanitary sewer, public safety, and recreation for land not yet developed. The City of Franklin has considerable undeveloped area and was one of the most rapidly growing communities in Southeastern Wisconsin until it was interrupted by the 2008 Recession. City Officials recognized the need to recover the costs of providing public facilities and infrastructure needed to serve new development through the imposition of impact fees. The Impact Fee changes over time as development takes place and growth rates change. A revised Impact Fee study was adopted April 6, 2020. The 2022 fee on a single-family residence is \$6,961, related to Parks/Recreation, Water systems, Transportation Facilities, Public Safety, Library Services, and Administrative. The fee is collected when building permits are issued. In 2013, the Common Council adopted Ordinance 2013-2105 establishing the Southwest Sanitary Sewer Service Area and created a Sewer Impact Fee to support sanitary sewer infrastructure in that District. The 2022 Sanitary Sewer Impact fee is \$3,501.

The Library built in 2002 included space for future growth anticipated with development. Library Impact fees are dedicated to Debt Service on that portion, originally \$1,722,000. Current Impact Fee receipts are not sufficient to meet the Debt Service on this debt. Those deferred amounts will be recovered once growth resumes.

Law Enforcement Impact Fees are dedicated to a portion of the 2001 Law Enforcement building project (\$2,530,380). Current Impact Fee receipts are not sufficient to meet the Debt Service. The deferred amounts will be recovered once growth resumes.

The Fire Department anticipates expansion of fire station space to serve the southwestern portion of the City as it develops. Current Fire Impact fees will aid in the construction of that additional Fire Protection infrastructure.

Transportation Impact Fees have been dedicated to Debt funding the Drexel Ave reconstruction from Loomis Road to Highway 100 (\$1,086,715). Current Impact Fee receipts are not sufficient to meet the Debt Service. The deferred amounts will be recovered once growth resumes.

Water Impact fees are aiding specific additions to the water infrastructure including over sizing needs. Future water infrastructure needs will utilize Impact Fees as collected. The Water Impact Fee study is currently under review. The Utility plans to construct additional elevated storage in 2022/23/24 near Hwy 100 and St. Martin's Road. It is anticipated that Impact fees will assist with a significant portion of those project costs.

Park/Recreation Impact Fees support the Comprehensive Outdoor Recreation Plan ("CORP") initially adopted in 1994 and updated several times, most recently in April, 2020. The Impact Fee will contribute to projected needs for additional recreational facilities.

In 2013, the Common Council created a Southwest Sanitary Sewer District served by the Ryan Creek Sanitary Sewer Interceptor. In conjunction with the District a Sanitary Sewer Impact Fee was created to provide resources for sanitary sewer mains in the District.

The Common Council recently directed and authorized the purchase of land in the southwest area of the City, in the amount of \$1,500,000. The City will be closing on this property in the very near future. This purchase is utilizing \$542,754.45 of existing Impact Fee Revenues for this purchase.

Staff is currently revising the Impact Fee Spending Plan to ensure that the appropriate amount of fee revenue will be spent by the statutorily required dates.

Capital Projects:

	Project Cost	Impact Fee Use
Fire Station Design	\$355,000	\$88,750
Water Tower Park Design	\$100,000	\$47,000
Frisbee / Disc Golf Course	\$20,000	\$9,400
116 th Street Trail w/Ryan Road	\$1,110,000	\$172,360
St. Martin of Tours Trail	\$224,135	\$138,964
Cascade Trail Design	\$103,000	\$63,860
STH 100 LL, Land Purchase	\$178,500	\$110,670
Forest Home Trail	\$65,000	\$40,300
Water Connection	\$718,425	\$107,764
Totals	\$2,874,060	\$779,068

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 27 DEVELOPMENT/IMPACT FEE FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
Dept 0000 - GENERAL							
27-0000-4291	IMPACT FEES-PARK/RECREATION	170,000	170,000	316,500	316,485	135,331	259,254
27-0000-4292	IMPACT FEES-SEWER-SW CORNER	170,000	170,000	369,000	368,610	181,864	113,304
27-0000-4293	IMPACT FEE-ADMINISTRATIVE	10,000	10,000	73,000	73,040	4,628	6,713
27-0000-4294	IMPACT FEE-WATER	385,000	385,000	701,600	701,623	262,089	570,239
27-0000-4295	IMPACT FEE-TRANSPORTATION	155,000	155,000	375,500	375,362	61,010	69,495
27-0000-4296	IMPACT FEE-FIRE PROTECTION	105,000	105,000	257,000	257,444	41,813	61,149
27-0000-4297	IMPACT FEE-LAW ENFORCEMENT	120,000	120,000	294,500	294,498	47,854	89,461
27-0000-4299	IMPACT FEE-LIBRARY	30,000	30,000	49,229	49,229	23,745	60,698
27-0000-4711	INTEREST ON INVESTMENTS	45,000	45,000	70,000	70,000	45,047	94,307
27-0000-4713	INVESTMENT GAINS/LOSSES	0	0	0	0	(37,678)	18,163
27-0000-4716	INTERFUND INTEREST	0	0	60,000	60,000	50,817	24,824
27-0000-4799	MISCELLANEOUS REVENUE	0	0	3,300	0	0	0
	NET OF REVENUES/APPROPRIATIONS - 0000 - GENERAL	1,190,000	1,190,000	2,569,400	2,566,291	816,520	1,367,607
Dept 0147 - ADMINISTRATION							
27-0147-5219	OTHER PROFESSIONAL SERVICES	0	0	15,000	25,000	6,621	27,769
	NET OF REVENUES/APPROPRIATIONS - 0147 - ADMINISTRATION	0	0	(15,000)	(25,000)	(6,621)	(27,769)
Dept 0211 - POLICE DEPT							
27-0211-5589	TRANSFER TO OTHER FUNDS	0	0	175,000	175,000	0	0
27-0211-5593	TRSFER TO DEBT SERVICE FUND 31	0	0	0	0	205,517	205,083
	NET OF REVENUES/APPROPRIATIONS - 0211 - POLICE DEPT	0	0	(175,000)	(175,000)	(205,517)	(205,083)
Dept 0221 - FIRE DEPT							
27-0221-5589	TRANSFER TO OTHER FUNDS	88,800	88,800	75,000	75,000	0	0
27-0221-5593	TRSFER TO DEBT SERVICE FUND 31	52,750	52,750	52,750	52,750	43,549	42,937
	NET OF REVENUES/APPROPRIATIONS - 0221 - FIRE DEPT	(141,550)	(141,550)	(127,750)	(127,750)	(43,549)	(42,937)
Dept 0331 - HIGHWAY							
27-0331-5589	TRANSFER TO OTHER FUNDS	0	0	175,000	175,000	74,390	0
27-0331-5593	TRSFER TO DEBT SERVICE FUND 31	137,375	137,375	137,375	137,375	0	73,519
	NET OF REVENUES/APPROPRIATIONS - 0331 - HIGHWAY	(137,375)	(137,375)	(312,375)	(312,375)	(74,390)	(73,519)
Dept 0511 - LIBRARY							
27-0511-5589	TRANSFER TO OTHER FUNDS	0	0	305,000	305,000	0	0
27-0511-5593	TRSFER TO DEBT SERVICE FUND 31	0	0	0	0	134,039	93,982
	NET OF REVENUES/APPROPRIATIONS - 0511 - LIBRARY	0	0	(305,000)	(305,000)	(134,039)	(93,982)
Dept 0551 - PARKS							
27-0551-5598	TSEFR TO CAPITAL IMPROVEMENT FUND	582,600	582,600	1,100,000	904,040	92,996	286,016
27-0551-5825	REIMB TO DEVELOPERS & OTHERS	0	0	0	0	0	25,285
	NET OF REVENUES/APPROPRIATIONS - 0551 - PARKS	(582,600)	(582,600)	(1,100,000)	(904,040)	(92,996)	(311,301)
Dept 0755 - WATER CONNECTION							
27-0755-5219	OTHER PROFESSIONAL SERVICES	0	0	0	0	1	26,000
27-0755-5598	TSEFR TO CAPITAL IMPROVEMENT FUND	107,800	107,800	3,674,325	3,674,325	0	0
27-0755-5825	REIMB TO DEVELOPERS & OTHERS	0	0	0	0	0	528,760
	NET OF REVENUES/APPROPRIATIONS - 0755 - WATER CONN	(107,800)	(107,800)	(3,674,325)	(3,674,325)	(1)	(554,760)
Dept 0756 - SEWER CONNECTION							
27-0756-5219	OTHER PROFESSIONAL SERVICES	0	0	0	0	11,454	0
	NET OF REVENUES/APPROPRIATIONS - 0756 - SEWER CONN	0	0	0	0	(11,454)	0
	ESTIMATED REVENUES - FUND 27	1,190,000	1,190,000	2,569,400	2,566,291	816,520	1,367,607
	APPROPRIATIONS - FUND 27	969,325	969,325	5,709,450	5,523,490	568,567	1,309,351
	NET OF REVENUES/APPROPRIATIONS - FUND 27	220,675	220,675	(3,140,050)	(2,957,199)	247,953	58,256

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 27 DEVELOPMENT/IMPACT FEE FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
	BEGINNING FUND BALANCE	5,999,620	5,999,620	9,139,670	9,139,670	8,891,715	8,833,459
	ENDING FUND BALANCE	6,220,295	6,220,295	5,999,620	6,182,471	9,139,668	8,891,715

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 51 SPECIAL ASSESSMENT FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
Dept 0000 - GENERAL							
51-0000-4091	SPECIAL ASSESSMENT-PRINCIPAL	2,000	2,000	250	2,000	5,913	17,853
51-0000-4711	INTEREST ON INVESTMENTS	1,000	1,000	1,000	2,500	409	9,445
51-0000-4712	SPECIAL ASSESSMENTS-INTEREST	100	100	10	750	1,600	1,746
51-0000-4713	INVESTMENT GAINS/LOSSES	0	0	0	0	0	4,454
51-0000-5589	TRANSFER TO OTHER FUNDS	0	0	0	0	0	600,000
51-0000-5593	TRSFER TO DEBT SERVICE FUND 31	0	0	31,500	31,476	23,200	0
	NET OF REVENUES/APPROPRIATIONS - 0000 - GENERAL	3,100	3,100	(30,240)	(26,226)	(15,278)	(566,502)
	ESTIMATED REVENUES - FUND 51	3,100	3,100	1,260	5,250	7,922	33,498
	APPROPRIATIONS - FUND 51	0	0	31,500	31,476	23,200	600,000
	NET OF REVENUES/APPROPRIATIONS - FUND 51	3,100	3,100	(30,240)	(26,226)	(15,278)	(566,502)
	BEGINNING FUND BALANCE	155,610	155,610	185,850	185,850	201,128	767,630
	ENDING FUND BALANCE	158,710	158,710	155,610	159,624	185,850	201,128

Projected 2023 Health Insurance Budget - Actives and Retirees

Expenditure Detail:	2022 Budget	2023 Budget	Revenue Detail:	2022 Budget	2023 Budget
Specific Stop Loss	\$736,000	\$690,900	City for Active Employees:	\$2,293,400	\$2,289,200
Aggregate Stop Loss	\$19,400	\$22,400	Active Employees:	\$468,900	\$475,000
Medical Admin	\$117,900	\$142,700	City for Retirees:	\$352,500	\$557,600
Total:	\$873,300	\$856,000	Retirees:	\$174,800	\$163,100
Claims Costs (Net of Stop Loss/(Nice))	\$2,152,700	\$2,298,000	Total	\$3,289,600	\$3,484,900
Total Fixed & Claims:	\$3,026,000	\$3,154,000			
Other Costs:					
Consulting Fee	\$40,000	\$40,000			
Annual PCORI Fee	\$1,500	\$1,600			
Total Fixed/Claims/Other	\$3,067,500	\$3,195,600			
HSA Contributions (34 single/86 family)	\$152,300	\$154,500			
HRA Coverage	\$126,900	\$103,000	Other Sources:		
Miscellaneous Costs		\$21,100	Stop Loss Dividends	\$0	\$0
Health Plan Administration Cost	\$47,100	\$47,100	Pharmacy Rebate Credit	\$123,400	\$88,000
Nice Healthcare Plan Cost	\$79,400	\$97,000	Investment Income	\$8,000	\$15,000
Go 365 Plan (fees and rewards)	\$21,000	\$21,000	Planned spenddown of fund balance	\$73,200	\$51,400
Total Health Insurance fund Expenditures	\$3,494,200	\$3,639,300	Total Health Insurance Fund Revenue	\$3,494,200	\$3,639,300
Employee Average Annual Cost					
*Cost if a waived employee returns to the plan	\$17,737	\$17,666.50			\$0

2023 vs 2022 Comparison	Participants	Overall Expenditure Budget	Cost per Participant
2022	197	\$3,494,200	\$17,737
2023	206	\$3,639,300	\$17,667
Difference:	9	\$145,100	(\$70)

*Participants = employees, not total members



BUDGET REPORT FCITY OF FRANKLIN
Fund: 75 SELF .SURANCE FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
Dept 0000 - GENERAL							
75-0000-4711	INTEREST ON INVESTMENTS	15,000	15,000	25,000	8,000	48,685	43,184
75-0000-4713	INVESTMENT GAINS/LOSSES	0	0	0	0	(49,445)	7,237
75-0000-4781	REFUNDS/REIMBURSEMENTS	0	0	3,000	0	0	0
NET OF REVENUES/APPROPRIATIONS - 0000 - GENERAL		15,000	15,000	28,000	8,000	(760)	50,421
Dept 0147 - ADMINISTRATION							
75-0147-5199	ALLOCATED PAYROLL COST	47,100	47,100	47,100	47,100	47,100	0
NET OF REVENUES/APPROPRIATIONS - 0147 - ADMINISTRATION		(47,100)	(47,100)	(47,100)	(47,100)	(47,100)	0
Dept 0151 - FINANCE							
75-0151-5491	BANK FEES	2,700	2,700	2,700	0	0	0
NET OF REVENUES/APPROPRIATIONS - 0151 - FINANCE		(2,700)	(2,700)	(2,700)	0	0	0
Dept 5010 - MEDICAL INSURANCE							
75-5010-4701	GROUP HEALTH CHARGES-CITY	689,200	689,200	650,000	678,394	722,956	1,049,590
75-5010-4704	GROUP HEALTH CHG-MEDICAL-EMPLOYE	180,000	180,000	180,000	192,048	204,323	280,296
75-5010-4706	STOP LOSS PREMIUM REBATE	0	0	50,000	0	48,415	53,834
75-5010-4707	PHARMACY RX REBATES	43,300	43,300	43,300	123,400	43,303	70,683
75-5010-5424	MEMBERSHIPS/DUES	0	0	0	0	0	(702)
75-5010-5501	IncurMedClaimCurrentActive	600,000	600,000	500,000	708,726	447,596	706,315
75-5010-5502	PRESCRIPTION DRUG CLAIMS - ACTIV	180,000	180,000	150,000	0	93,116	124,756
75-5010-5503	CLAIM FEES - ACTIVE	85,000	85,000	85,000	0	85,479	91,606
75-5010-5504	MISC WELLNESS EXP - ACTIVE	34,000	34,000	34,000	79,533	28,299	20,386
75-5010-5505	STOP LOSS PREMIUMS - ACTIVE	180,000	180,000	150,000	191,334	175,676	222,583
75-5010-5506	REFUNDS-STOP LOSS COV - ACTIVE	0	0	0	0	0	(5,394)
75-5010-5507	SECTION 125-FLEX & MISC EXP - AC	1,300	1,300	1,300	0	(4,527)	19,919
75-5010-5509	INCURRED CLAIM-PR YR - ACTIVE	100,000	100,000	100,000	0	160,353	92,096
75-5010-5580	ACA TRANSITIONAL REINSURANCE FEE	1,100	1,100	900	0	1,311	1,257
NET OF REVENUES/APPROPRIATIONS - 5010 - MEDICAL IN		(268,900)	(268,900)	(97,900)	14,249	31,694	181,581
Dept 5011 - COBRA - TRADITIONAL PLAN							
75-5011-4703	COBRA - GROUP HEALTH CHARGES	0	0	0	0	196	0
75-5011-5501	COBRA-Incur Claim-Current Year	0	0	0	0	6,842	2,913
75-5011-5502	COBRA-PRESCRIPTION DRUG CLAIMS	0	0	0	0	1,407	5,421
75-5011-5509	COBRA-HEALTH-INCURRED CLAIM-PRIO	0	0	3,000	0	862	544
NET OF REVENUES/APPROPRIATIONS - 5011 - COBRA - TR		0	0	(3,000)	0	(8,915)	(8,878)
Dept 5012 - MEDICAL HIGH DEDUCTIBLE							
75-5012-4701	GROUP HEALTH CHARGES-CITY	1,600,000	1,600,000	1,525,000	1,616,885	1,441,871	1,375,909
75-5012-4704	GROUP HEALTH CHARGES-EMPLOYEE	295,000	295,000	265,000	274,929	245,614	214,408
75-5012-4707	RX CLAIM REBATES	38,000	38,000	28,000	0	15,806	0
75-5012-5162	EMPLOYER HSA CONTRIBUTION	154,500	154,500	154,500	152,250	135,625	180,281
75-5012-5501	INCURRED CLAIM-CURRENT YEAR	1,140,000	1,140,000	950,000	1,482,826	971,770	441,310
75-5012-5502	PRESCRIPTION DRUG CLAIMS	198,000	198,000	198,000	0	108,875	66,966
75-5012-5503	CLAIM FEES	102,000	102,000	102,000	0	101,349	53,004
75-5012-5504	MISC WELLNESS EXP	0	0	0	50,612	0	0
75-5012-5505	STOP LOSS PREMIUMS	370,000	370,000	352,000	455,611	357,647	291,722
75-5012-5506	REFUNDS-STOP LOSS COVERAGE	0	0	0	0	(99,496)	0
75-5012-5509	INCURRED CLAIM-PRIOR YEAR	125,000	125,000	125,000	0	131,447	44,880
NET OF REVENUES/APPROPRIATIONS - 5012 - MEDICAL HI		(156,500)	(156,500)	(63,500)	(249,485)	(3,926)	512,154
Dept 5016 - COBRA - HIGH DEDUCTIBLE PLAN							
75-5016-4703	GRP HEALTH CHRGS -COBRA HIGH DED	0	0	2,500	0	1,759	0
75-5016-5501	INCURRED CLAIM-CURRENT YEAR	0	0	0	0	482	0
75-5016-5509	INCURRED CLAIM-PRIOR YEAR	1,000	1,000	1,000	0	0	0
NET OF REVENUES/APPROPRIATIONS - 5016 - COBRA - HI		(1,000)	(1,000)	1,500	0	1,277	0

BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 75 SELF INSURANCE FUND

GL NUMBER	DESCRIPTION	2023 MAYOR RECOMMEND BUDGET	2023 DEPT REQUEST BUDGET	2022 PROJECTED ACTIVITY	2022 ORIGINAL BUDGET	2021 ACTIVITY	2020 ACTIVITY
Dept 5020 - DENTAL INSURANCE							
75-5020-4701	DENTAL CHARGES - CITY ACTIVE	122,400	122,400	102,000	115,000	118,882	119,661
75-5020-4703	GROUP HEALTH CHARGES-RETIREE	3,000	3,000	3,000	2,500	2,592	2,592
75-5020-4704	DENTAL - GRP HEALTH	60,000	60,000	55,000	55,000	54,455	57,295
75-5020-5501	Incur Dental Claim-Current Yr	140,000	140,000	135,000	165,000	154,470	125,318
75-5020-5503	DENTAL CLAIM FEES	8,500	8,500	7,500	14,000	14,461	14,496
75-5020-5509	DENTAL-INCURRED CLAIM-PRIOR YEAR	9,000	9,000	9,000	10,000	13,162	13,841
	NET OF REVENUES/APPROPRIATIONS - 5020 - DENTAL INS	27,900	27,900	8,500	(16,500)	(6,164)	25,893
Dept 5021 - COBRA - DENTAL ACTIVE							
75-5021-4703	COBRA-GROUP DENTAL CHARGES-ACTIV	0	0	0	0	196	0
75-5021-5501	COBRA-DentalIncurClaimCurYr	0	0	5,000	0	4,416	188
75-5021-5503	COBRA-DENTAL-CLAIM FEES	0	0	100	0	0	0
75-5021-5509	COBRA-DENTAL-INCURRED CLAIM-PRIO	0	0	400	0	601	0
	NET OF REVENUES/APPROPRIATIONS - 5021 - COBRA - DE	0	0	(5,500)	0	(4,821)	(188)
Dept 5025 - DENTAL - RETIREE							
75-5025-5501	Dental-Retiree-IncurClaim-CurrYr	0	0	5,000	4,500	7,248	5,720
75-5025-5503	DENTAL CLAIM FEES-RETIREE-CURREN	0	0	100	200	145	153
75-5025-5509	DENTAL CLAIMS -PRIOR YEAR- RETIR	0	0	0	0	128	0
	NET OF REVENUES/APPROPRIATIONS - 5025 - DENTAL - R	0	0	(5,100)	(4,700)	(7,521)	(5,873)
Dept 5026 - COBRA - DENTAL - RETIREE							
75-5026-4703	COBRA-RETIREE-DENTAL CHARGES-RET	0	0	0	0	239	0
	NET OF REVENUES/APPROPRIATIONS - 5026 - COBRA - DE	0	0	0	0	239	0
ESTIMATED REVENUES - FUND 75		3,045,900	3,045,900	2,931,800	3,066,156	2,899,847	3,274,689
APPROPRIATIONS - FUND 75		3,479,200	3,479,200	3,118,600	3,361,692	2,945,844	2,519,579
NET OF REVENUES/APPROPRIATIONS - FUND 75		(433,300)	(433,300)	(186,800)	(295,536)	(45,997)	755,110
BEGINNING FUND BALANCE		3,010,833	3,010,833	3,197,633	3,197,633	3,243,631	2,488,521
ENDING FUND BALANCE		2,577,533	2,577,533	3,010,833	2,902,097	3,197,634	3,243,631

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/18/2022
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Capital Improvement Fund to Transfer \$260,000 of Engineering Capital Funds to the Street Improvement Fund	ITEM NUMBER G.13.

BACKGROUND

The Engineering Department is seeking Council approval to transfer \$260,000 from the Capital Improvement Fund to the Street Improvement Fund to appropriate the funds needed for the W. Minnesota Avenue and S. 50th Street Water Main Extension (Minnesota Avenue) project in 2022.

The resolution to award the contract to Willkomm Excavating and Grading, Inc. was approved at the October 4, 2022 Council meeting, and it was referenced that a budget amendment would be forthcoming.

Within the 2022 Engineering Capital Budget, \$412,125 of net City funding was allocated for the DPW Building Expansion Design. This project has been delayed. Of the \$412,125, the City Engineer is requesting \$260,000 be moved to the Street Improvement Fund for the Minnesota Avenue project.

ANALYSIS

This transfer will not adversely impact the City's Capital Budget.

RECOMMENDATION

Staff recommends the attached proposed Capital Improvement Fund and Street Improvement Fund budget amendment transferring \$260,000 of Engineering Capital Improvement funds from account number 46-0331-5216.9692 to the Minnesota Avenue project in the Street Improvement Fund, budget account number 47-0331-5823.3050.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2022-____, An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Capital Improvement Fund to Transfer \$260,000 of Engineering Capital funds to the Street Improvement Fund.

Roll Call Vote Required.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO TRANSFER \$260,000 OF ENGINEERING CAPITAL FUNDS TO THE STREET IMPROVEMENT FUND

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the City of Franklin on November 16, 2021; and

WHEREAS, the City Engineer is requesting to amend the DPW Building Expansion Design Project, Capital Improvement Fund budget to decrease by \$260,000.00; and

WHEREAS, the City Engineer is requesting to amend the Minnesota Avenue Project, Street Improvement Fund budget to increase by \$260,000.00, which was approved by the Common Council on October 18, 2022; and

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

Section 1 That the 2022 Budget for the Capital Improvement Fund and the Street Improvement Fund be amended as follows:

<i>Appropriation / Expenditure</i>			
DPW Build Expansion Design	Decrease		\$260,000.00
Capital Improvement Fund 46-0331-5216.9692			

<i>Appropriation / Expenditure</i>			
Minnesota Avenue	Increase		\$260,000.00
Street Improvement Fund 47-0331-5823.3050			

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City’s website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of October, 2022.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/18/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Confirmation of the Appointment of Gary Meerschaert as Director of Inspection Services</p> <p style="text-align: center;">The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14.</p>
<p>Mayor Steve Olson and Director of Administration Peggy Steeno request confirmation of Gary Meerschaert as the City of Franklin Director of Inspection Services pending successful completion of the background check, which is underway, and a pre-employment drug screen, which will take place after successful completion of the background check.</p> <p>Along with the typical benefits granted to employees hired by the City, the starting salary will be \$102,000. In addition to the standard benefits, a fifth personal day, that is normally acquired after 5 years of employment, was requested to be given upon start of employment. It is also requested that employee be allowed to utilize vacation, if desired, in advance of 6 months of employment as stated in the Employee Handbook.</p> <p>Mr. Meerschaert's resume, as well as the job description for this position, is attached for review.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p>Motion to confirm the appointment of Gary Meerschaert as the Director of Inspection Services for the City of Franklin pending successful completion of a background check and pre-employment drug screen, including the fifth personal day upon start of employment and ability to utilize vacation in advance of 6 months of employment.</p>		

Gary Meerschaert

Milwaukee, Wisconsin, United States



gary.meerschaert@yahoo.com



linkedin.com/in/gary-meerschaert-a705651

Summary

Broad experience base of over 20 years in military, construction and manufacturing venues. A team player with expertise in management of personnel and resources to complete projects from conception to final realization on time and within budgetary requirements. Strengths focusing in building and manufacturing systems for applications in industrial and medical device manufacturing.

Specialties: Professional Designer of Engineering Systems

Wis. Lic. # 2010-007

Wisconsin Certifications #255392

Master Electrician Certification

Commercial Building Inspector Certification

Fire Detection, Prevention & Suppression Inspector License

Commercial Electrical Inspector Certification

UDC Electrical Inspector Certification

UDC Plumbing Inspector Certification

UDC HVAC Inspector Certification

UDC Construction Inspector Certification

Soil Erosion Inspector Certification

Experience



Building Inspector

City of St. Francis

Dec 2019 - Present (1 year 9 months +)

A sense of Community led to incorporation for St. Francis in 1951. Working secretly to avoid counter petitioning by Milwaukee for annexation, Fred J. Schoendorf and Henry Rajchel, Town of Lake Treasurer and Clerk respectively, and other interested citizens got enough petitions on incorporation papers to put the issue before the voters. On July 24th, 1951 a total of 1,069 people voted to incorporate. The City was chartered in Madison the next Day ..



Building Official - Waukesha Group

SAFEbuilt

Dec 2018 - Dec 2019 (1 year 1 month)



Facilities Engineer

Immucor, Inc.

Nov 2017 - Dec 2018 (1 year 2 months)



Facilities Manager

Immucor, Inc.

Oct 2017 - Nov 2018 (1 year 2 months)

■ **Electrical Inspector**

City of Greenfield

Sep 2013 - Nov 2017 (4 years 3 months)

Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with national and state electrical codes and standards. Visits construction sites and residences, performs inspection, and makes recommendations for improvement

■ **Part Time - Electrical Inspector**

City of Kenosha

Feb 2013 - Sep 2013 (8 months)

Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. Visits construction sites and residences, performs inspection, and makes recommendations for improvement

■ **Maintenance Supervisor**

BAPTISTAS BAKERY

2011 - 2013 (3 years)

Baptistas Bakery produces and markets baked snack products. The company's products include potato based crisps, multigrain chips, vegetable chips, and wheat based snacks. Additionally, it provides packaging products that include pillow and bulk packs, bulk totes, quad seal bags, and zipper re-closeable pouches

Responsible for the effective operations of the maintenance department along with ensuring efficient of resources in reducing mechanical and electrical downtime and maintaining the building and facilities.

Also responsible for developing, supporting and coaching maintenance staff.

Ensure Maintenance Department meets and maintains compliance requirements for audits, such as HACCP, NFPA, and SQF. Direct and organize the maintenance department ensuring efficient use of resources reducing mechanical and electrical downtime while properly maintaining building and facilities. Promote and maintain good relations with the hourly maintenance and production employees through good communications, meetings, reconciliation of personnel issues, holding effective Team Meetings and being proactive in resolving issues. Administer fair and consistent policies, practices and discipline where required in conjunction with Plant Manager and Human Resources.

■ **Master Electrician**

Mondi Group

2011 - 2011 (1 year)

A producer of silicone-coated release liners for pressure-sensitive products. The range of products includes a variety of one and two-side silicone-coated papers, one and two poly-coated Kraft, and silicone-coated films.

Master Electrician

Install and repair electrical systems, apparatus, electrical and electronic components of machinery and equipment following codes, manuals, schematics, blueprints and other specifications

Install power supply wiring and conduit for newly installed equipment and machines.

Diagnose malfunctioning apparatus such as transformers, motors and ventilation equipment using test equipment.

Diagnose and repair or replace faulty electronic components such as printed circuit boards on plant machinery, ventilation and power generating equipment.

Replace faulty electrical and mechanical devices of machines using hand and or power tools.

Monitored and supervised outside contracting personnel for installation of equipment and systems meeting specifications and scheduling.

■ **Commercial Electrical Inspector**

INDEPENDANT INSPECTIONS LIMITED

Jan 2006 - 2011 (6 years)

Conduct residential and commercial electrical installations inspections to ensure compliance with National and State of Wisconsin Electrical Codes

■ **Maintenance Supervisor**

MERZ AESTHETICS

2004 - 2010 (7 years)

A leading manufacturer of medical aesthetic products including volumizing fillers and injectable aesthetics treatments. Responsible for the operation of maintenance activities for buildings, clean room environmental and production equipment of four medical device manufacturing facilities. Proficiency in MS Office, Excel, PowerPoint, Auto Cad, Solid Works, Proteus IV Maintenance Software and Ivu Carrier Control System.

Managed the maintenance of four facilities equipment and custodial duties including scheduling, assignment of duties, and supervision of between 7 and 15 direct reports to the Maintenance Department. Analyzed data, prepared reports, and made recommendations for improving maintenance and facility operations or solving related problems which shortened regulatory downtime by 2 days. Initiated and carried out maintenance and facilities projects that improved appearance, efficiency or reduced operating costs such as energy efficient lighting replacement resulting in a lighting cost savings of nearly 50 percent. Contacted and solicited bidding for construction, fabrication and design projects along with supervising, project managing and coordinating tasks with outside vendors as needed. Ensured all maintenance activities were performed following FDA, OSHA, Environmental and company regulations/standards/guidelines. Drafted and executed installation/operational qualification protocols for new equipment and systems in FDA regulated processes. Identified and managed installation of Ivu Carrier environmental control systems software to monitor clean room spaces in addition to three remote facilities ensuring notification of out of specification conditions shortening response time by 8 hours. Designed and managed the installation of new High Vacuum Steam Sterilizer in addition to all electrical and mechanical systems for two new clean room expansions in response to business growth.

■ **Electrical Foreman / Project Manager**

International Brotherhood of Electrical Workers Local 430

1986 - 2003 (18 years)

Installation of low, medium and high voltage electrical systems for residential, commercial and industrial businesses. Experienced in moving, set-up and trouble-shooting of industrial equipment

Education

 **Gateway Technical College**

Associate, Business Management
2008 - 2011

- **Journeyman Electrician, NJATC Electrical Apprenticeship**
Commerce Master's Certification, Business Management; Business Management

Skills

Electrical Engineering • Supervisory Skills • Project Management • Manufacturing • Electricity • Teamwork • HVAC • Facilities Management • Electricians • Troubleshooting

Honors & Awards

- **Pinnacle Award**
Sep 2018
FY 2018 Pinnacle Award for Safety

CITY OF FRANKLIN
Job Description

Job Title: Director of Inspection Services

Department: Inspection Services

Reports To: Director of Administration

Appointing Authority: Mayor

Salary Level: Salary Range 10

FLSA Status: Exempt

Prepared By: Mark Lubberda, Director of Administration and Dana Zahn, Human Resources Coordinator

Prepared Date: March 2019

Approved By:

Approved Date:

Summary:

Supervise, administer, and perform the enforcement of the codes of the City of Franklin and the State of Wisconsin, and administer and enforce the provisions of those sections of the Municipal Code under the department's jurisdiction.

Essential Duties and Responsibilities:

Review plans and specification for compliance with local and state building codes.

Review surveys and site plans for compliance with the provisions of the zoning code.

Issue building, heating, sign, and other departmental permits.

Conduct on-site building inspections, including footing, foundation, rough carpentry, insulation, occupancy, soil erosion, and housing inspections.

Assign work to the Inspection Services staff including but not limited to the building inspectors, plumbing, and electrical inspectors and supervise their work.

Meet with contractors, owners, and the general public to answer questions regarding building, housing, signs, and soil erosion.

Review and meet with contractors, architects, and developers in the preliminary stages of design to insure the compliance with building codes.

Attend, as Ex Officio member, Board of Zoning and Building Appeals meetings.

Attend, as Ex Officio member, the Architectural Board meetings.

Coordinate inspections and provide reports to the license committee on all liquor sale operations, all tavern and other licensed facilities prior to the issuance of a municipal license, as required.

Coordinate inspections and report to the license committee on the installation of all amusement rides.

Receive, delegate or perform, and coordinate the investigation and resolution of complaints.

Prepare and issue orders and citations in order to obtain compliance with Municipal standards.

Act as a witness in court cases to obtain compliance with Municipal codes.

Coordinate inspections with the Fire Department, building inspectors, plumbing, and electrical inspectors.

Prepare and administer budgets for the Inspection Services Department, under the direction of the Director of Administration.

Review and recommend changes to the building, plumbing, electrical, and sign codes

Prepare specifications and act as coordinator of municipal construction and remodeling projects.

Prepare specifications, bids, and purchase equipment for the Inspection Services Department.

Review and recommend revisions of codes used within the jurisdiction of the Inspection Services Department.

Attend meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours

Peripheral Duties:

Serve as representative of the city to the Building Inspector's Association of Southeastern Wisconsin and the WI Building Inspector's Association

Minimum Qualifications:

Education and Experience:

Graduation from a college or university with a Bachelor's degree, five (5) years building inspection experience, or any equivalent combination of education and experience.

Language Skills:

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Necessary Knowledge, Skills, and Abilities:

Thorough knowledge of building codes and construction standards and practices.

Thorough knowledge of zoning codes and their enforcement.

Thorough knowledge of building materials and their applications.

Working knowledge of structural engineering and the ability to review calculations and plans for compliance with code standards.

Skill in the operation of listed tools and equipment.

Ability to present and communicate ideas and concepts with the public, verbally and in writing, including the ability to present information to the Common Council and various other Boards and Commissions.

Ability to plan, delegate, and supervise personnel in a manner which will gain respect.

Ability to maintain effective work relationships with other departments, appointed officials, elected officials, and the public.

Ability to formulate, implement, and administer policies and procedures affecting the Inspection Services Department.

Ability to make independent judgments which have significant impacts on the organization.

Supervision Exercised:

Exercises supervision over Inspection Services Department personnel. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws

Responsibilities include interviewing and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion, and sound judgment.

Licensing and Certification:

State of Wisconsin Department of Safety and Professional Services (DSPS) Certifications in the categories of commercial buildings, Uniform Dwelling Code Categories of construction, and HVAC; Plumbing and Electrical preferred.

Valid Driver's License.

Tools and Equipment Used:

Personal computer, copy machine, fax machine, calculator, hand tools, automobile, radio and telephone.

Software:

The person shall have the ability to use products in the Microsoft Office suite, Crystal Reports, Govern Software, GIS, and software provided by Government agencies, product listing, approval and evaluation services (OSHA, UL, FM, ICC Evaluation Services).

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally required to stand; walk; use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk and hear.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions and occasionally in an office environment. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/18/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Confirmation of the Appointment of Karen Kastenson as Director of Clerk Services</p> <p style="text-align: center;">The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter 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.15.</p>
<p>Mayor Olson requests confirmation of Karen Kastenson as the City of Franklin Director of Clerk Services pending successful completion of the background check, which is underway, and a pre-employment drug screen, which will take place after successful completion of the background check.</p> <p>The starting salary will be \$90,500, along with all of the typical standard benefits granted to employees hired by the City. It is also requested that employee be allowed to utilize vacation, if desired, in advance of 6 months of employment as stated in the Employee Handbook.</p> <p>Ms. Kastenson's resume, as well as the job description for this position, is attached for review.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p>Motion to confirm the appointment of Karen Kastenson as the Director of Clerk Services for the City of Franklin pending successful completion of a background check and pre-employment drug screen.</p>		

KAREN KASTENSON

PROFESSIONAL SUMMARY

I am a self-motivated leader that works well with others and is willing and able to take on any task. I am outgoing and detail-oriented, I am proficient at building and maintaining professional relationships. I have an extensive background in accounting and human resources in the government sector, as well as working in the Clerk's and Treasurer's offices.

EDUCATION

CVMIC

Certificate of Perfecting Leadership: February 2022

Certificate of Supervision: November 2018

UW Parkside - Kenosha, WI

Bachelor of Science: Business Administration/Accounting, 1995

WORK HISTORY

City Clerk/Comptroller, 04/2019 to Current

City of South Milwaukee – South Milwaukee, WI

- Plans, organizes, directs and administers the activities of the Office of the City Clerk
- Serves as official custodian of city records; responds to open records requests, certifies and records official legal documents, ordinances tax roll, assessment roll, resolutions, code book and other permanent records
- Serves as Clerk to the Common Council and attends all regular and special meetings and records all proceedings of the Common Council, and directs preparation agendas, minutes, meeting notices and publications
- Serves as the Secretary for the Board of Review
- Supervises payroll and accounts payable staff and administration of issuance of W-2 and 1099 tax forms and corresponding reports
- Supervises insurance coordinator and administration of health, dental, life, general liability, and workers' compensation insurance policies for all city departments and employees
- Supervises and oversees the Building and Grounds Maintenance Supervisor and the upkeep of the buildings and grounds and maintenance of equipment
- Supervises the communication of the City through the website, social media and newsletter
- Oversees technology updates including building security system, switchboard and phones, AV equipment and acts as the liaison between the City and the contracted IT professionals
- Administers and maintains detailed account of financial transactions and prepares and posts journal entries
- Establishes and maintains internal control procedures and assures accounting standards and procedures are maintained
- Prepares monthly financial reports and establishes and maintains general ledger accounts and activities
- Compiles information and prepares the annual budget
- Corresponds with auditors and prepares information for annual audit
- Files required State and Federal financial reports, certifies and prepares the Statement of Assessment and Statement of Taxes
- Plans and oversees all election activities
- Oversees administration of various license applications and issuance
- Administers oaths of office

Deputy Comptroller/Payroll Coordinator, 06/2014 to 05/2019

City of Oak Creek – Oak Creek, WI

- Administers, coordinates and supervises the payroll and time and attendance systems
- Supervises one payroll employee
- General ledger, payroll, accounts payable and accounts receivable
- Acts as Chief Financial Officer/Comptroller in the absence of the Finance Director/Comptroller
- Journal Entries and account reconciliations
- Annual budget
- State and federal tax filings and reports, quarterly and annually
- Financial reports, annual financial statements, finance committee reports
- Assists HR with employee benefits and OPEB reporting
- Reconciles benefit deductions
- Performs analysis for bargaining negotiations and contracts

Payroll and Accounts Payable Coordinator, 11/2012 to 06/2014

Andis Company – Sturtevant, WI

- Payroll, payment of withholdings and tax payments, all state and federal required tax filings and reports, W2s
- Payroll and benefits journal entries
- Accounts payable, W2s and 1099s
- Monthly sales tax returns

Deputy Clerk-Treasurer, 05/2008 to 11/2012

Town of Yorkville – Union Grove, WI

- Budget preparation
- Collected personal property and real estate taxes
- Processed dog licenses
- Accounts payable, accounts receivable, general ledger
- Collected Mobile Home Taxes
- Administered employee benefits and prepared all medical insurance reports
- Yearly retirements benefits reports
- Payroll, W2s, quarterly unemployment reports, Federal 941 reports
- Received and paid accounts payable invoices
- Yearly financial audit and Workers' Compensation audit

Treasurer/Deputy Clerk/Accountant, 11/2003 to 09/2009

Town of Raymond – Franksville, WI

- Budget preparation
- Accounts payable and 1099s
- Accounts receivable and processed deposits
- Collected personal property and real estate taxes
- Deposited funds in the Town bank account and with the LGIP
- Processed dog licenses
- Supervised six tax collection employees
- Yearly retirement benefits report
- Yearly Workers' Compensation audit
- Payroll, W2s, quarterly unemployment reports and Federal 941 reports
- Involved in collective bargaining agreement with the Department of Public Works

Accountant/Deputy Clerk/Deputy Treasurer, 03/2001 to 11/2003

Village of Sturtevant – Sturtevant, WI

- Accounts payable, accounts receivable, payroll and general ledger
- Collected personal property and real estate taxes
- Processed dog licenses
- Budget preparation
- Annual Financial audit
- Workers' Compensation audit
- Assisted with benefits administration
- State and Federal quarterly and annual reports processing

SKILLS

- Thorough knowledge of compensation and benefits
- Budget development
- Financial reporting
- Well versed in governmental policies, procedures and statutes
- Excellent interpersonal skills
- Attention to detail
- Extremely organized

CITY OF FRANKLIN
Job Description

Job Title: Director of Clerk Services

Department City Clerk

Reports To: Mayor

Salary Level: Salary Grade XI

FLSA Status: Exempt

Prepared by: Dana Zahn, Human Resources Manager

Prepared Date: June 20, 2022

Approved by: Common Council

Approved Date: June 21, 2022

Summary:

Perform a variety of specialized and complex administrative duties as required by Wisconsin Statutes and as directed by the Mayor and Common Council by performing the following duties:

Essential Duties and Responsibilities:

Perform duties of City Clerk pursuant to §62.09(11), Stats.

Staff Support for Common Council, Official Boards and Committees:

Attend meetings (some of which may be beyond normal business hours) and provide staff support for the Committee of the Whole, Common Council, License Committee, Fair Commission, Board of Canvassers, Board of Review and other boards, commissions and committees as required and provide an accurate recording of the proceedings, and follow through with actions taken at such meetings; supervise the timely preparation and distribution of meeting agendas, minutes and other accompanying information for boards, commissions and committees; publish meeting minutes, official notices of public hearings and other information as required by law; assist in the preparation of resolutions and ordinances and codification/dissemination of the same; act as filing officer for financial interest statements and other ethics related matters; and oversee publication for contract bids for projects and bidder prequalification recordkeeping.

Official Records:

Serve as official custodian of all City records, public documents and the corporate seal of the City. Certify, attest and record legal documents; enter enacted ordinances and resolutions into the permanent record of the City; oversee the records and retention management of the official documents of the City; certify tax roll, assessment roll and other documents; maintain all papers and records open to inspection during normal work hours; accept claims for damages, lawsuits and other legal papers served on the City; administer oaths of office to elected and appointed officials and personnel; notarize documents for the City and the general public.

Elections:

Perform the duties required by Wisconsin Statutes relating to elections including overseeing the election process; serve as Filing Officer for the City; record/update voter registration information; educate the local candidates and the electorate on elections and procedures; arrange for polling places and recruit, train and supervise inspectors of election; prepare and distribute ballots, including absentee ballots and other supplies required for the conduct of elections; proper maintenance and programming of electronic voting equipment; serve on the Board of Canvassers and prepare official Board of Canvass statement certifying election results; prepare reports and recommendations for federal and state agencies, including census, as required.

Licenses:

Supervise permitting and licensing for intoxicating liquor, fermented beverages, food establishments, transient merchants, cigarette, soda, coin-operated machines, special events, and other licenses regulated by Wisconsin Statutes and Franklin Municipal Code. Regularly monitor fees, applicability of licenses and code requirements.

Assist the Fair Commission to oversee, establish and recommend rules and regulations governing St. Martins Fair and applicable permitting. Coordinate the operation and requirements for conducting the Fair.

Board of Review:

Serve as Secretary to the Board of Review which includes scheduling hearings, preparing and publishing notices, preparing documentation for Board members, recording and preserving records of all actions taken by the Board, notifying State of compliance with requirements of the proceedings, and preparation of notices of determination for property owners.

Maintain current knowledge of municipal government functions, federal laws, applicable statutes, rules and regulations or sources of information.

Carry out Mayoral and Common Council directives and prepare necessary correspondence. Provide secretarial and research support to the Mayor and Common Council.

Develop and administer department policies and procedures.

Coordinate operation of Weights and Measures Program with the State of Wisconsin.

Direct the Deputy City Clerk in monitoring hotel/motel tax reporting and complaint handling.

Supervise Clerk's Office telephone usage and information direction to the public and other departments. Supervise processing of incoming and outgoing mail for departments of the City, and supervise coordination of the City's information directory.

Oversee noxious weed complaint and processing operation.

Prepare and maintain budgets assigned to the Director of Clerk Services including the City Clerk, Elections, Sealer of Weights & Measure, St. Martins Fair, Weed Control and the Mayor/Common Council.

May be required to work additional hours to assist with election and licensing duties, or attend meetings as directed by the Mayor.

Other duties as assigned by the Mayor.

Peripheral duties:

Operate a vehicle to perform errands.

Ability to operate audio/visual equipment.

Keep well informed and proficient in computer skills and applications.

Supervisory Responsibilities:

Supervision of City Clerk employees, secretary, Weed Commissioner, and Inspectors of Election.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Bachelors degree in Business Administration or related field, five years municipal administrative/supervisory experience, or any combination of education and experience that provides equivalent knowledge, skills and abilities. Certification from the International Institute of Municipal Clerks is highly desired.

Language/Communication Skills:

Skill in diplomacy and interpersonal communications. Ability to read, analyze and interpret complex documents. Ability to write correspondence and other documents. Ability to effectively present information and respond to the most sensitive inquiries or complaints.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of geometry. Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Reasoning Ability:

Ability to use functional reasoning in performing influence functions such as supervising, managing, leading, teaching, directing and controlling. Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.

Computer Skills:

To perform this job successfully, an individual must become knowledgeable in spreadsheet software; word processing software; management of election software; and any other software needed to do the job duties listed.

Certificates, Licenses and Registrations:

Valid Wisconsin Drivers License.

Certification from the International Institute of Municipal Clerks is highly desirable.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle or feel, and talk and hear. The employee is frequently required to reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Other Qualifications:

Ability to utilize a variety of advisory data and information such as tax rolls, special assessment rolls, budgets, invoices, general ledger, audits, meeting agenda and minutes, legal notices, ordinances, resolutions, statement of taxes/assessments, spreadsheets, contracts, leases, agreements, plats, maps, municipal codes, State statutes, municipal officials' handbook, election manual, policies, procedures, guidelines and non-routine correspondence.

Evaluate work performance of subordinates; prepare performance evaluations; coordinate the evaluation of all employees within the department. Has the authority to effectively recommend hiring, promotion, transfer, discipline or discharge of employees.

Miscellaneous:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

<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;">10/18/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;"><i>FF&E, LLC v. City of Franklin Board of Review, Milwaukee County Circuit Court Case No. 20-CV-6955, and Corresponding 2022 Assessment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.16.</p>

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Sam's Real Estate Business Trust v. City of Franklin, Milwaukee County Circuit Court Case No. 21-CV-5567, and Corresponding 2022 Assessment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.17.</p>

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Wal-Mart Real Estate Business Trust v. City of Franklin, Milwaukee County Circuit Court Case No. 21-CV-5568, and Corresponding 2022 Assessment.</i> The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.18.</p>

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p align="center">PPROVAL</p> <p align="center"><i>Slw</i></p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE</p> <p align="center">10/18/2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, 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 align="center">G.19.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, 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>slur</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/18/2022
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of October 18, 2022.

COUNCIL ACTION REQUESTED

As recommended by the License Committee.



414-425-7500

**License Committee
Agenda***

**Franklin City Hall Health Wing
9229 W. Loomis Rd
Franklin, WI
October 18, 2022 – 5:15 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Reserve Class B Combination, Entertainment & Amusement 2022-2023 5:20 p.m.	DBA Staybridge Suites Milwaukee Airport South Dadaswami Hospitality LLC Vicki Jesson, Agent 9575 S 27 th St			
Extraordinary Entertainment & Special Event 5:25 p.m.	Race Day Events – Elf Run/Winter Run series Person in Charge: Max Noll Location: Whitnall Park to South of West College Ave Date of Event: Sunday, November 20, 2022			
Extraordinary Entertainment & Special Event 5:30 p.m.	Wheel & Sprocket – Fat Bike Event Person in Charge: Amelia Kegel Location: 7044 S Ballpark Dr and Kegel/Alpha Trail Date of Event: Friday, November 19, 2022			
Extraordinary Entertainment & Special Event 5:35 p.m.	Rock Sports Complex – APFC MMA Midwest Indoor Invitational Person in Charge: Paul Cimoch Location: 7095 S Ballpark Dr – MOSH Performance Center Date of Event: Friday, November 18, 2022			
Operator 2022-2023 New	Nicla, Kaylee R Luxe Golf/Dog Haus/The Bricks			
Operator 2022-2023 New	Pantoja, Isabella L Hideaway Pub & Eatery			
Operator 2022-2023 New	Patel, Amrish H Discount Cigarettes & Liquor			
Operator 2022-2023 New	Salas, Nicole W Bowery Bar & Grill			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	Singh, Agyapal Discount Cigarettes & Liquor			
Operator 2022-2023 New	Walker, Adaira D On the Border			
Operator 2022-2023 New	Johnson, Hadi L M Swiss Street Pub & Grill			
Operator 2022-2023 New	Zoromskis, Eric L Swiss Street Pub & Grill			
3. Fireworks Display Process	Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council (Referred from 9/20/2022 & 10/4/2022 Common Council Meeting)			
4. License Procedure Review	Review and Recommendation Regarding Current Alcohol Beverage Licenses Enforcement Policy Guidelines and License Committee Administrative Rules and Procedures (Referred from 10/4/2022 Common Council Meeting)			
5. Alcohol License Statistics	Statistics on Existing Alcohol Beverage Licenses in the City of Franklin and Statistics on Quota of Available Licenses in Relation Thereto.			
6.	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.

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FRANKLIN FIRE DEPARTMENT

Permit Application

Permit Type Requested: _____

Application Date: _____

Bon Fire \$50.00 per event

Fireworks \$50.00 per event

*Fees per City of Franklin Fire Code 133.17

.....
Description of Event: _____

Date of Event: _____

Address of property that permit is being requested for: _____

.....
Property Owner's Name: _____

Address: _____

Phone Number: _____

Occupant's Name if different from owner: _____

Address: _____

Phone Number: _____

.....
The applicant agrees to comply with all applicable codes, statues and ordinances and with the conditions of the permit if issued, and understands that the issuance of a permit creates no legal liability, expressed or implied, on the Department or municipality; and certifies that the above information is accurate.

Applicant's Signature: _____ Date: _____

.....

Fee Amount: _____

Permit Issued by: _____

Fees Paid: _____

Date: _____

All questions or requests for inspections shall be made to the
Franklin Fire Department
8901 W. Drexel Avenue, Franklin, Wisconsin 53132-9725 (414) 425-1420 / Fax (414) 425-7067



August 2, 2021

Scot Johnson, Director of Events
ROC Ventures, LLC
7044 S. Ballpark Drive
Franklin, WI 53132

Re: Franklin Field (Milkmen) - Fireworks.
Notice of Violation regarding hours of operation.

Dear Mr. Johnson:

Please be advised, it has come to the attention of the City of Franklin that on Friday, July 30, 2021, the fireworks show lasted until 11:12 p.m. based on recordings of the west sound monitor. Fireworks shows must end by 11:00 p.m. in accordance with the Extraordinary Event permit No. EE2021-002 (attached). Therefore, you are in violation of your Extraordinary Event permit and hereby notified that future fireworks shows must end by 11:00 p.m. Failure to comply with this time restriction may result in revoking your Extraordinary Event permit.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "RM", is written over a light blue circular stamp.

Régulo Martínez-Montilva, AICP
Principal Planner

cc: Brian Sajdak, Assistant City Attorney
Ald. Daniel Mayer
Sandra L. Wesolowski, City Clerk

LICENSE

City of Franklin

EXTRAORDINARY EVENT

EE2021-002

\$100.00

STATE OF WISCONSIN
CITY OF FRANKLIN

Whereas, **BALLPARK COMMONS (MILKMEN)-FIREWORKS, 7044 S BALLPARK DR, SCOT JOHNSON** has paid one hundred dollars to the Treasurer of the City of Franklin, as required by the resolutions and ordinances of the City and has complied with all the requirements necessary for obtaining this License.

Now therefore, by order of the Common Council and by virtue hereof, the said **BALLPARK COMMONS (MILKMEN)-FIREWORKS, SCOT JOHNSON** is hereby licensed and authorized to hold an extraordinary event in the City of Franklin on **May 29th, June 19th, June 26th, August 14th, August 28th, 2021 at approximately 9pm; and July 16th and July 30th, 2021 at approximately 9:30pm** subject to all the conditions and provisions of said resolutions and ordinances.

Special Instructions: In compliance with NFPA 1123 Fire Code, and individual applications for each event submitted to the Fire Department and provided Staff concerns are satisfied with the exception of games exceeding nine innings in which 11:00 p.m. is the end time for fireworks and that the Oak Leaf Trail is temporarily closed with barricades and signage indicating fireworks.



Given under my hand and the corporate seal of
the City of Franklin this 5th day of April, 2021

/s/ Stephen R Olson
* Mayor, City of Franklin

Attest: *Sandra L. Wesolowski*
Sandra L. Wesolowski, City Clerk



City of Franklin

9229 W. LOOMIS ROAD, FRANKLIN, WI 53132-9728
TELEPHONE: 414-425-7500 FAX: 414-425-6428

CITY CLERK OFFICE

EXTRAORDINARY ENTERTAINMENT & SPECIAL EVENT APPLICATION

Application must be received a minimum of 30 working days prior to event.

Event Location (address and full description) Ballpark Commons - Franklin Field

7005 S. Ballpark Dr Franklin, WI 53132

Owner of property Michael Zimmerman

Purpose of Event Fireworks display immediately following select Milwaukee Milkmen games

Date(s) and Time(s) Starting at approximately 9p on 5/29, 6/19, 6/26, 8/14, and 8/28. And starting at approximately 9:30p on 7/16 and 7/30. Each show will run roughly 10 minutes. *Start times are approximate based on avg length of game.

Setup date(s)/time(s) 10a on event dates

Breakdown date(s)/time(s) Promptly after show conclusion

Maximum number attending per day Stadium attendance only

Maximum number of tickets to be sold (if any) per day Stadium attendance only

Applicant Ballpark Commons - Franklin Field - Scot Johnson

(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)

Address (including City/State/Zip) 7044 ~~7035~~ S. Ballpark Dr. Franklin WI 53132 Suite 380

Home phone _____ Cell _____

E-mail _____ Business phone (414) 908-6317

Fax _____ Business E-Mail scotj@rocventures.org

1. Provide plans to limit the maximum number of people permitted to assemble.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
3. Provide plans for supplying potable water, including the source, amount available and location of outlets.
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing of waste.
5. Provide plans for holding, collecting & disposal of solid waste material
6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps.

1. Provide plans to limit the maximum number of people permitted to assemble.
 - a. This event is in conjunction with a ticketed baseball game at Franklin Field. No tickets will be sold separately for this event.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
 - a. See Attached Map to show fallout/launch location.
3. Provide plans for supplying potable water, including the source, amount available and location of outlets.
 - a. Existing stadium infrastructure will be used.
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing of water.
 - a. Existing stadium infrastructure will be used.
5. Provide plans for holding, collecting & disposal of solid waste material
 - a. Existing stadium infrastructure will be used. Any additional waste material generated as a result of the display (i.e. shells from firework mortar) will be collected and disposed of at existing dumpster sites.
6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps.
 - a. No additional lighting will be needed.
7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
 - a. Since this event coincides with a baseball game, no additional parking will be utilized.
8. Provide plans for telephone services, including source, number and location.
 - a. Existing stadium infrastructure will be used. Management has access to mobile phones available for customer use upon request.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
 - a. No additional security will be used for this event. The vendor contracted to produce the event will provide personnel to monitor access to fallout/launch area.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
 - a. Wolverine Fireworks Display, Inc. (Vendor) to provide this information as needed.
11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.
 - a. No sound amplification will be used for this event. We will monitor noise following the protocol attached. No salute mortars will be used to help limit the decibels. Some may be louder than 79 dBA.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
 - a. No additional concessions will be utilized as part of this event.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
 - a. Fireworks to be provided by Wolverine Fireworks Display, Inc. (formerly Bartolotta Fireworks). Permit/License information to be provided as needed.

7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
8. Provide plans for telephone services, including source, number and location.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
14. Provide Certificate of Insurance no later than 10 days prior to the event.
15. \$100.00 nonrefundable license & administration fee payable with application.

bond letter of credit cash deposit

(due no later than 10 days prior to the event, based upon anticipated cost of services)

_____ Police services

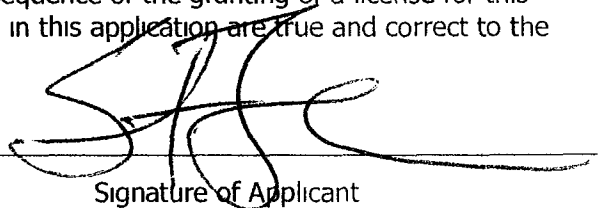
_____ Fire services

_____ Registered Sanitarian (non-staff) services, if needed

_____ Total estimated costs

Applicant agrees to indemnify and save harmless the City of Franklin from and against any and all liabilities, claims, demands, judgments, losses and/or all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, arising in any way as a consequence of the granting of a license for this special event. Applicant affirms that the statements contained in this application are true and correct to the best knowledge of Applicant.

Date 3/23/21


Signature of Applicant

RECEIVED _____ REPORTED TO COUNCIL _____ LICENSE # _____ SERVICE FEE TO BE INVOICED _____

City of Franklin Municipal Code

Chapter 133. Fire Prevention, Protection and Control

§ 133-1. General provisions.

C.

Permits required.

(1)

The Fire Department shall be responsible for issuing the following permits:

(a)

Fireworks permits. *Issued?*

§ 133-14. Miscellaneous use provisions.

A.

Fireworks.

(1)

Sales. Except as provided in § 167.10(2) and (4), Wis. Stats., no person shall sell, or possess with the intent to sell, fireworks.

(2)

Possession. No person shall possess, manufacture, use, display, discharge or sell any fireworks without a permit.

(3)

Use. Except as provided in § 167.10(3), Wis. Stats., no person shall possess or use fireworks without a user's permit issued pursuant to Subsection **A(4)(d)** below.

(4)

User permit.

(a)

As provided in § 167.10(3), Wis. Stats., fireworks user's permits may be issued for festivals or celebrations after proper application to the municipality.

(b)

The AHJ shall require a certificate of liability insurance or similar proof of coverage in an amount deemed appropriate.

(c)

Fireworks displays shall be required to be conducted in accordance with the conditions and requirements set forth in NFPA 1123, Code for Fireworks Displays.

(d)

Permits to display or discharge fireworks shall be issued as follows:

[1]

An application for a permit may be obtained at the Fire Department.

[2]

Applications shall be submitted not less than seven days prior to the date of such display.

[3]

No accumulating or purchase of fireworks shall be allowed prior to the issuance of the permit.

[4]

After review of the application and inspection of the site, a permit shall be issued or denied at the discretion of the provisions of this chapter and the promotion of public safety and security of adjoining property.

[5]

The AHJ reserves the right to reinspect the display and landing sites at any time to ensure public safety.

[6]

NFPA 1123 and 1124 will be used as a guide for these inspections.

[7]

The cost of such permits shall be set forth under § 133-17 of this code.

[8]

All persons applying for a permit must also submit proof of liability insurance in the amount of \$1,000,000 and a copy of any contract with companies which will be responsible in whole or part for the fireworks, storage, or display.

[9]

All display companies and personnel who are paid to set off fireworks within the City shall return to the area of fireworks display with 18 hours of the display and during daytime hours to carefully search for and dispose of unexploded fireworks.

[10]

The Franklin Police Department and/or Fire Department personnel are authorized to enlarge the area required to be searched by the display companies and their personnel.

(5)

No permits. Permits will not be issued to sell or manufacture fireworks.

(6)

Use of caps and sparklers. No unlicensed person may use fireworks, caps, or sparklers in a municipal park or at a fireworks display for which a permit has been issued if the display is open to the public.

(7)

Pyrotechnics. Pyrotechnics are prohibited in public buildings and places of employment unless authorized by the AHJ and shall be used in accordance with NFPA 1123.

(8)

The Fire Chief and/or his or her designee may disallow the display of fireworks due to local circumstances, such as extremely dry conditions or other unforeseen circumstances.

(9)

Sky lanterns. The use of free-floating sky lanterns and similar devices utilizing an open flame shall be prohibited.

§ 133-17 Fees.

A.

Fees shall be established for permits and shall be payable to the municipality. Fees are subject to change.

B.

Permit fees. The fees established in Table 133-17A apply to permits required by this code.

Table 133-17A

Permit	Fee
Bonfires	\$50 per fire

Table 133-17A

Permit	Fee
Open burning	\$15 per year
Blasting	\$100 per project
Fireworks	\$50 per event

§ 133-18 Violations and penalties.

A.

Any person who violates any of the provisions of this code, or who fails to comply with any order made hereunder, or who builds in violation of any detailed statement of specifications or plans submitted and conditionally approved hereunder, or any certificate or permit herein from which no such appeal has been taken, or who fails to comply with such an order as affirmed or modified by a court of competent jurisdiction within the time fixed herein, shall for each and every violation and noncompliance be subject to the following:

(1)

Imposition by forfeiture of no more than \$500 per day by the Municipal Court.

§ 133-3 Adoption of Wisconsin Administrative Code.

A.

The most current legislatively enacted version by the State of Wisconsin of the Wisconsin Administrative Code, on the effective date of this Code, shall apply.

- SPS 303 Administrative Procedures
- SPS 305 Licenses, Certifications and Registrations
- SPS 307 Explosives and Fireworks

Chapter 133. Fire Prevention, Protection and Control

§ 133-10. Revocation of permits.

A.

The AHJ may revoke any permit issued in accordance with this code in any case where it may find that any of the conditions of the issuance have not been maintained or where there has been false statement or misrepresentation of any material fact in the application or plans on which the issuance was based.

B.

The AHJ shall promptly notify the permit holder of the request for revocation and, if so requested by the permit holder, the effective date of the revocation shall be deferred pending a hearing before the Chief of the Fire Department. The decision of the Fire Chief for revocation, following the hearing, shall be final.

Wisconsin Fireworks Law 2021

Wisconsin Department of Justice

This memorandum is intended as an **advisory** to law enforcement to address recurring issues with respect to the possession, sale and use of fireworks in Wisconsin. It summarizes Wisconsin fireworks law, answers common questions and corrects common misunderstandings about the law. The applicable statute is *Wisconsin Statute § 167.10*. <https://docs.legis.wisconsin.gov/statutes/statutes/167#/statutes/statutes/167/5>

The statutes do not give the Department of Justice direct authority to enforce the fireworks law. Enforcement responsibility and authority rest with local law enforcement and district attorneys, or municipal prosecutors in the case of local ordinance violations. Therefore, law enforcement should consult their local district attorney and municipal prosecutors with respect to specific enforcement questions in their jurisdiction.

Local ordinances may also regulate fireworks and may be stricter than state law, but cannot be less strict. This advisory discusses only state law, so some devices or materials described as legal in this advisory may be prohibited by a local ordinance.

Legal Without A Permit

State law allows the sale, possession and use, without a permit, of sparklers not exceeding 36 inches in length, stationary cones and fountains, toy snakes, smoke bombs, caps, noisemakers, confetti poppers with less than $\frac{1}{4}$ grain of explosive mixture, and novelty devices that spin or move on the ground. *Wis. Stat. § 167.10(1)*. There is no age restriction on sale, possession or use of these devices and the statute does not classify them as fireworks. Local ordinances may be more restrictive than state statutes and may prohibit any of these items or limit their sale or use. **These are the only kinds of “fireworks,” as that word is commonly used, that a person may use or possess without a permit or that may be sold to a person who does not have a permit.**

Illegal Without A Permit

Possessing or using any other fireworks, including, for example, firecrackers, roman candles, bottle rockets and mortars, in Wisconsin without a valid permit is illegal. *Wis. Stat. § 167.10(3)*. A commonly used rule of thumb is that a permit is required if the device explodes or leaves the ground. The sale of these restricted fireworks to a resident of this state without a valid permit is also illegal. *Wis. Stat. § 167.10(2)*.

Conditions For A Valid Permit

The requirements for a valid permit are contained in *Wis. Stat. § 167.10(3)(a), (c) and (f)* and are detailed below.

A permit may be issued by a mayor, village president or town chair or any person designated by the mayor, village president or town chairperson. *Wis. Stat.*

§ 167.10(3)(a). If a city, village, or town requires that a user's permit be signed or stamped, a person who is authorized to issue the permit under par. (a) may sign or stamp the permit before the permit is issued rather than signing or stamping the permit at the time that it is issued. *Wis. Stat. § 167.10(3)(fm)*.

A permit is valid only in the city, village or town of the official who issued it. A mayor, village president, town chair, or a person they have designated can only authorize possession or use of fireworks within their jurisdiction. *Wis. Stat. § 167.10(3)(a)*. For example, a permit issued by the town chair of one town cannot and does not authorize possession or use of the fireworks in another town. **Transportation Exception:** A person who has a valid permit from one municipality may purchase fireworks in another municipality and transport them to the municipality in which the person has a permit. *Wis. Stat. § 167.10(3)(b)7*.

A permit may require a bond or insurance. *Wis. Stat. § 167.10(3)(e)*. An official issuing a permit may require a bond or insurance policy to indemnify the issuing municipality for any damages that may result from the possession or use of the fireworks.

A permit may be issued to an individual or group of individuals. Permits, other than for crop protection, may be issued to a public authority, a fair association, an amusement park, a park board, a civic organization, an individual, or a group of individuals. *Wis. Stat. § 167.10(3)(c)*.

Although individuals may obtain permits, a group may also obtain a permit in the group's name. A group with a permit may authorize an individual to make purchases on its behalf, but the permit must be in the name of the group. A person buying for a group should have both a copy of the group's permit and the authorization of the group. A group may not issue a blanket authorization to all of its members to purchase on behalf of the group. *City of Wisconsin Dells v. Dells Fireworks, Inc.*, 197 Wis. 2d 1, 21, 539 N.W.2d 916 (Ct. App. 1995). <http://www.wicourts.gov/ca/opinions/94/pdf/94-1999.pdf>. *Wis. Stat. § 167.10* creates "strict regulations" on the sale and use of fireworks. *Id.* Based on all the circumstances the organization must actually exercise control over the purchase or use of the fireworks by its members. *Id.*

The authorized buyer may only buy the kind of fireworks specified in the group's permits. The total quantity purchased by all authorized buyers on behalf of the group cannot exceed the quantity of fireworks authorized by the permit. The fireworks purchased on

behalf of the group may only be possessed in the municipality which issued the group's permit, except while being transported from the point of sale to that municipality. The fireworks may only be used by the group on the date and location specified on the permit and subject to any other conditions on the permit.

A valid permit must specify the general kind and approximate quantity of fireworks which may be purchased. *Wis. Stat. § 167.10(3)(f)3.*

A permit must specify the location at which the fireworks may be possessed or used. *Wis. Stat. § 167.10(3)(f)4.* As noted above, this location must be within the jurisdiction of the official who issued the permit. It must be a specific location within that jurisdiction, rather than the entire jurisdiction. The statute uses "location" in the singular. A permit that specifies multiple locations is not valid.

The permit must specify the date of the permitted use. *Wis. Stat. § 167.10(3)(f)4.* The word "date" is in the singular in the statute. A permit that specifies multiple dates or a range of dates of permitted use is not valid. This, in combination with the specification of location, means that a separate permit is required for each date and location for which use is permitted.

The permit must specify the date on and after which the fireworks can be purchased. *Wis. Stat. § 167.10(3)(f)2.* Once a permit is issued, the permittee may purchase fireworks up to the date of the permitted use.

A copy of a permit for large fireworks *displays* must be given to a fire or law enforcement official in the municipality which issued the permit at least two days before the date of use. *Wis. Stat. § 167.10(3)(g).* This requirement does not apply to smaller *consumer* fireworks which require a permit, i.e. those classified as Division 1.4 explosives under CFR 173.50, or those items which fall outside the definition of fireworks e.g. those identified in *Wis. Stat. §167.10(1)(a)-(n)*. (Display fireworks are those classified as Division 1.3 explosives under CFR 173.50.)

The permit may contain additional restrictions. *Wis. Stat. § 167.10(3)(f)5.* A municipality may adopt ordinances imposing special restrictions, e.g., times or manner of use, distances from buildings or spectators, etc. and a permit may specify these additional restrictions.

Permits may not be issued to minors. *Wis. Stat. § 167.10(3)(h).* Since minors may not be issued fireworks permits, there are no conditions under which it is legal for a minor to possess or use any fireworks except those allowed without a permit, e.g., sparklers, snakes, fountains, etc.

Fireworks vendors rather than only wholesalers or jobbers are now permitted to sell fireworks to a person who is not a resident of this state. *Wis. Stat. § 167.10(2)(bg).*

However, a nonresident person may not possess or use fireworks in Wisconsin without a valid Wisconsin permit. *Wis. Stat. § 167.10(3)(a)*. See also *State v. Victory Fireworks, Inc.*, 230 Wis. 2d 721, 726-27, 602 N.W.2d 128 (Ct. App. 1999). A nonresident who lawfully purchases fireworks under a permit can possess and use those fireworks in Wisconsin pursuant to the terms of the permit or may transport them out of state. A nonresident without a valid Wisconsin permit may order fireworks from a fireworks vendor for shipping out-of-state. *Wis. Stat. § 167.10(4)*, or may transport those fireworks from Wisconsin to another state. (See below)

Persons may transport fireworks from the place they were purchased to the city, town or village where their possession or use is authorized under a permit or ordinance. *Wis. Stat. § 167.10(3)(b)7*. However, persons transporting fireworks may not possess them in a city, town or village without a permit from that jurisdiction if they remain there for more than 12 hours. *Wis. Stat. § 167.10(3)(bm)*.

Penalties

A person who possesses or uses fireworks without a valid permit, or who sells fireworks to a person who does not have a valid permit, is subject to a forfeiture of up to \$1,000 per violation. *Wis. Stat. § 167.10(9)(b)*. Each firework illegally possessed, used or sold may be a separate violation.

A parent or guardian who allows a minor to possess or use fireworks (not including those for which no permits are required) is subject to a forfeiture of up to \$1,000 per violation. *Wis. Stat. § 167.10(9)(c)*.

A city, village or town may obtain an injunction prohibiting a person from violating *Wis. Stat. § 167.10(8)(a)*. Violations of such an injunction are criminal misdemeanors, subject to up to 9 months in jail and a \$10,000 fine. *Wis. Stat. § 167.10(9)(a)*.

Enforcement

The statutes do not give the Department of Justice direct authority to enforce the fireworks law. Enforcement responsibility and authority rest with local law enforcement and district attorneys, or municipal prosecutors in the case of local ordinance violations.

Therefore, law enforcement should consult their local district attorney and municipal prosecutors with respect to specific enforcement questions in their jurisdiction.

Susan V. Happ
Assistant Attorney General
P.O. Box 7857
Madison, WI 53707
(608) 267-1339
happsv@doj.state.wi.us



W182 S8200 Racine Avenue
Muskego, WI 53150
262-679-4100
www.cityofmuskego.org

INDIVIDUAL FIREWORKS APPLICATION/PERMIT FORM

- An individual user fireworks discharge permit application may be made by any owner and resident of real property in the City of Muskego for intended discharge on such applicant's property.
- Such application may be made pursuant to §167.10(3)(c) of the Wisconsin State Statutes and shall be subject to all requirements contained within §167.10 Wis. Stats.
- **Fee: \$35.00**. Acceptable forms of payment include cash, check (payable to City of Muskego) and credit/debit card which includes a service charge.
- All permit applications must be filed between May 1 and June 30, unless earlier submission is required to allow for Public Works and Safety Committee review pursuant to Section 263-4(C)(4)(h) of the Muskego Municipal Code.
- Such use is restricted to the following dates: July 3, 4, and 5 each year, subject to the following. If the 4th of July falls on a Monday or Tuesday, the Saturday before will be allowed. If the 4th of July falls on a Wednesday or Thursday, the Saturday after will be allowed. **2022 Display Dates are July 2, 3, 4, or 5**
- The application must specify the name and address of the requested permit holder, the date on and after which fireworks may be purchased, the general kind and approximate quantity of fireworks which may be purchased, the date and location of the proposed use, and the name, address and telephone number for the individual responsible for the discharge of fireworks.
- In the interest of neighboring property owners, the applicant must further provide to the City **proof of Homeowner's Liability Insurance** covering the applicant in the case of personal injury or property damage that occurs as a result of the discharge of fireworks.
- Mail form to Attn: Fireworks Permit, City of Muskego, W182S8200 Racine Avenue, Muskego, WI 53150 or drop-off in drop box in front of City Hall.
- A copy of Section 263-4 of the Municipal Code is provided. Please read for all regulations.

Applicant (Owner & resident of real property in the City of Muskego)

Phone Number

Address of Applicant

Email Address

Location of display, only if different from address of applicant: _____

STATE: State law requires this permit to list the specific date and location of where the fireworks will be used.

Please check the date/dates you would like to display fireworks:

- July 2, 2022
- July 3, 2022
- July 4, 2022
- July 5, 2022

Note: Fireworks can only be used between 4:00 p.m. and 11:00 p.m.

THE FOLLOWING FIREWORKS WILL BE DISPLAYED: State law requires this permit to specify the general kind and approximate quantity of fireworks. Please list kind and quantity below. (For example, firecrackers – 50 roman candles – 10)

General Kind of Fireworks	Approximate Quantity

I certify that I am familiar with all Federal, State, and Local laws and regulations pertaining to the display of fireworks, and if granted said permit, do agree with and obey all provisions thereof.

Applicant's signature _____ Date: _____, 2022

OFFICE USE ONLY

Application approved by: _____ Date: _____, 2022
Clerk-Treasurer Staff on behalf of Mayor Petfalski \$35 00 Fee (2-216) #100 01.02.00.4265

Receipt # _____ Amount: \$ 35.00 Cash _____ Check # _____ Credit Card _____

Municipal Code Section 263-4 provided _____



Fireworks User Application/Permit

W230 S9185 Nevins Street
Big Bend, WI 53103
Phone: 262.662.2747
Fax: 262.662.3751

Date of Application: _____
Payment & Type: _____

Applicant Name: _____ Date of Birth: _____
Applicant Address: _____
Applicant phone number: (_____) _____

Date of Fireworks Display: _____
Location of Display: _____
Reason for Event: _____

State law requires this permit to specify the date the fireworks will be used. The State Attorney General's Office has determined that the permit must give a single specific date on which the fireworks may be used.

THE FOLLOWING FIREWORKS WILL BE DISPLAYED: State law requires this permit to specify the kind and quantity of fireworks. The Wisconsin Department of Justice has determined that the term "Class C" does not satisfy the requirement. Please list kind and quantity. (For example, firecrackers-50, roman candles-10, bottle rockets-20, etc.)

Location of Display: _____
Public or Private: _____

I certify that I am familiar with all Federal, State, and Local laws and regulations pertaining to the display of fireworks, and if granted said permit, do agree with and obey all provisions thereof.

Applicant

Date

Authorizing Agent

Date

Fee: \$35.00

-This permit is for individual use of fireworks at the location listed and on the fireworks display date. A separate application must be completed for each day requested.

-The Village of Big Bend requires an indemnity bond or policy of liability insurance taken in the Village pursuant to Wisconsin State Statute 167.10(3)(e).

Village of Big Bend Municipal Code
Section 10.01 (3)(e)(11)(b)-(h)

- B. Any fireworks use shall be subject to the following requirements:
1. Wind velocity shall not exceed 15 miles per hour as recorded by the National Weather Service at Crites Field, Waukesha, Wisconsin.
 2. Wind direction at time of use shall be away from buildings or other combustible materials and structures and shall not carry fireworks onto any adjoining buildings or so as to cause annoyance or danger to other persons or property.
 3. Sufficient firefighting implements and personnel shall be available at the scene to control any fire which may be caused by the fireworks in use.
- C. No fireworks may be used between 10:00 p.m. and 8:00 a.m., with the exception of New Year's Eve/New Year's Day when additional hours of use may be established by permit.
- D. Only the permit holder may discharge fireworks.
- E. Upon the issuance of a citation to any permit holder for the violation of any of the provisions of this section, the person's permit to use fireworks within the Village of Big Bend shall be suspended. Upon conviction of any citation issued under this section, a person's permit to use fireworks shall be revoked.
- F. No person shall be in the possession of fireworks pursuant to this section may resell those fireworks in the Village of Big Bend.
- G. The permit the Village issues for the use of fireworks will be printed on bright colored paper stock and must be displayed by people taking out such permit so that it is visible from the street.
- H. The type of indemnity bond or liability insurance that may be required pursuant to Wisconsin Statutes 167.10 (3) (e) is required in the Village of Big Bend.

Limitation of Liability. A party requesting a user permit and/or a seller's permit has the ultimate responsibility for their own safety and for the safety of all persons who may be affected by their activity. The issuance of a user permit or a seller's permit shall not be interpreted as endorsing or condoning the activity or as ensuring that the activity will be safe. An applicant for a user permit and/or a seller's permit individually and on behalf of any entity for which the applicant submits the application, and also on behalf of the property owner where the activity will be conducted, accepts all the risks and agrees to indemnify, defend and hold harmless the Village of Big Bend, its officers, employees and agents, from any and all claims arising out of the use, sale or possession of the fireworks.

Indemnity. The Village may require an indemnity bond with good and sufficient sureties or policy of liability insurance for the payment of all claims that may arise by reason of injuries to person or property from the handling, use or discharge of fireworks under any user's permit. The bond or policy, if required, shall be taken in the name of the Village of Big Bend and any person injured thereby may bring an action on the bond or policy in the person's own name to recover the damage the person has sustained, but the aggregate liability of the surety or insurer to all persons shall not exceed the amount of the bond or policy. The bond or policy, if required, together with a copy of the permit shall be filed in the office of the Village Clerk.

CITY OF NEW BERLIN FIRE DEPARTMENT • PERMIT APPLICATION

16300 W. National Ave. New Berlin, WI 53151 • Phone: 262-785-6120 • Fax: 262-785-6130 • www.newberlin.org • skon@newberlin.org

Date: _____ / _____ / _____ Permit # M: _____
 Reviewed/Received By: _____ Check #: _____
 Owner/or Occupancy: _____
 Job Site Address: _____
 Contractor: _____
 Contractor Address: _____ Phone #: _____
 City: _____ State: _____ Zip Code: _____

Type of Permit	Fee	Amount
Building Permits:		
a) 1 - 4,999 sq. ft.	\$ 60.00	Sq. Ft. _____ \$ _____
b) 5,000 - 9,999 sq. ft.	\$ 80.00	Sq. Ft. _____ \$ _____
c) 10,000 - 24,999 sq. ft.	\$ 95.00	Sq. Ft. _____ \$ _____
d) 25,000 - 49,999 sq. ft.	\$ 110.00	Sq. Ft. _____ \$ _____
e) 50,000 - 74,999 sq. ft.	\$ 135.00	Sq. Ft. _____ \$ _____
f) 75,000 - 99,999 sq. ft.	\$ 165.00	Sq. Ft. _____ \$ _____
g) 100,000 - 149,999 sq. ft.	\$ 250.00	Sq. Ft. _____ \$ _____
h) 150,000 - _____ sq. ft.	\$ 300.00	Sq. Ft. _____ \$ _____
i) Multi-Family Buildings	\$ 20.00 / unit	# Units _____ \$ _____
Rough Building Inspection:		
Residential or Commercial	\$ 30.00 / unit / inspection	# Units _____ \$ _____
Occupancy Inspection:		
Re-Occupancy/New Occupancy	\$ 60.00 / unit / occupancy	# Units _____ \$ _____
Tents	\$ 50.00	_____ \$ _____
Membrane Structures	\$ 50.00	_____ \$ _____
Portable Seating	\$ 50.00	_____ \$ _____
Other temporary use structures/spec. events	\$ 50.00	_____ \$ _____
Sprinkler Systems (Note: 20 or more units/heads requires minimum fee of \$200.00. All units/heads does not require hydraulic test)		
Plan Review (New Construction)	\$ 165.00 (min. \$ base of fee)	_____ \$ _____
Sprinkler Head Fee	\$ 2.25 / head	# Heads _____ \$ _____
Plan Review (Resubmission)	\$ 15.00	_____ \$ _____
Plan Review (Modification)	\$ 15.00	_____ \$ _____
Master Stream Plan Review	\$ 75.00	_____ \$ _____
Rough Construction (Residential)	\$ 10.00 / unit	# Units _____ \$ _____
Sprinkler Testing (Note: All tests must be witnessed by a fire inspector)		
Hydrostatic Test	\$ 75.00	_____ \$ _____
24 Hour All Test	\$ 75.00	_____ \$ _____
Hydrant Flow Test	\$ 90.00	_____ \$ _____
Forward Flow Test	\$ 90.00	_____ \$ _____
Back Flow Test	\$ 90.00	_____ \$ _____
Fire Alarm Systems:		
Plan Review (New or Upgrade to NFPA 72 current standard)	\$ 165.00 (min. \$ base of fee)	_____ \$ _____
Device Fee	\$ 3.25 / device	# Devices _____ \$ _____
Plan Modification or alteration to existing system	\$ 15.00	_____ \$ _____
Rough Inspection (Residential Only)	\$ 10.00	_____ \$ _____
Acceptance Test	\$ 125.00	_____ \$ _____
Fire Suppression Plan Review:		
Non-water Based Fire Suppression System	\$ 100.00	_____ \$ _____
Non-water Based Fire Suppression System head fee	\$ 5.00 / head	# Heads _____ \$ _____
Commercial Cooking Hood System (UL-300)	\$ 75.00	_____ \$ _____
Other	\$ 75.00	_____ \$ _____
Acceptance Test	\$ 100.00	_____ \$ _____
Non-ATCP 93 Regulated Storage Tanks: (NOTE: All ATCP 93 tank permits must use separate permit form)		
Plan Review for Cryogenic/LP/all other tanks	\$ 75.00 / tank	# Tanks _____ \$ _____
Site Inspection of tank systems	\$ 50.00 / tank	# Tanks _____ \$ _____
Fireworks:		
Permits	\$ 75.00	_____ \$ _____
Site Inspections	\$ 50.00	_____ \$ _____
Variance from State or Municipal Code:	\$ 75.00	_____ \$ _____
Re-Inspection:	Double Fees	_____ \$ _____
Starting Work Without Permit or Plan Review:	Double Fees	_____ \$ _____
Plan Approval Return Fee: (Note: If mailed back to contractor)	\$ 20.00	_____ \$ _____

TOTAL FEES \$ _____
 Make checks payable to: City of New Berlin

Date Received: _____ Approved By: _____ Amount Approved: \$ _____
 Charge to Account #: _____

Village of Rochester

300 W. Spring Street, P.O. Box 65, Rochester, WI 53167
 (262) 534-2431 Phone, (262) 534-4084
 email: vrochstr@wi.rr.com website: <http://rochesterwi.us>

Reflections of
the Past...



Visions of
the Future

**FIREWORKS
APPLICATION/PERMIT FORM**

- Individual applicant must be an owner or resident of real property in the Village of Rochester
- Fee- \$15.00, cash or check payable to the Village of Rochester
- All permit applications must be filed between May 1 and June 30
- This permit is for individual use of fireworks at the location listed below and on the fireworks display date (July 3 through July 5 only)
- A separate application must be completed for each day requested.
- Mail form to: Village of Rochester, P.O. Box 65, Rochester WI 53167 or apply in person
- A copy of Section 9-8 of the Municipal Code is provided. Please read all regulations.

Applicant: _____ Telephone: _____
(Owner or resident of real property in the Village of Rochester)

Person(s) Discharging Fireworks _____

Address of Applicant: _____

Location of display only if different from address of applicant: _____

_____, 2016 Note: Fireworks can only be used between 4:00 p.m. and 10:30 p.m.

STATE: State law requires this permit to specify the date the fireworks will be used. The State Attorney General's Office has determined that the permit must give a single specific date on which the fireworks may be used.

THE FOLLOWING FIREWORKS WILL BE DISPLAYED: State law requires this permit to specify the kind and quality of fireworks. The Wisconsin Department of Justice has determined that the term "Class C" does not satisfy the requirement.

Please list kind and quantity below. *(For example, firecrackers - 50, roman candles - 10)*

Specific Kind of Fireworks	Approximate Quantity

(List on a separate sheet if more space is needed)

I certify that I am familiar with all Federal, State and Local laws and regulations pertaining to the display of fireworks, and if granted said permit, do agree with and obey all provisions thereof.

I as the applicant, agree to indemnify and hold harmless the Village of Rochester from and against all liabilities, claims, demands, judgements, losses, and all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, including both parties hereto and their employees, arising from the ignition and use of fireworks.

Applicant's Signature _____ Date: _____, 2016

Application Approved by: _____ Date: _____, 2016
(Clerk-Treasurer, on behalf of Village President)

\$15.00 Fee _____ Municipal Code Section 9-8 provided to applicant _____

Municipal Code of the Village of Rochester, Racine County, Wisconsin

- H. **Penalty.** Any person who violates any provision of this Section or who shall transport passengers in a horse-drawn carriage within the Village of Rochester without first obtaining a license as required herein shall, upon conviction thereof, be subject to the penalties set forth in s. 9-50. Each day of continued violation of the provisions of this Section shall be considered a separate offense.

9-8. SALE AND DISCHARGE OF FIREWORKS RESTRICTED¹

A. **State Laws Adopted.** The statutory provisions of Wis. Stat. s. 167.10, as may be amended from time to time, regulating the sale and use of fireworks, except in so far as this ordinance is more restrictive as to use, are hereby adopted by reference and made part of this Section as though fully set forth herein. This Section is adopted pursuant to Wis. Stat. s. 167.10(5).

B. **Definitions.** As used in this section, the following terms shall have the meanings indicated:

1. **"Novelty Fireworks"** means the following types of fireworks:
 - A cap containing not more than 1/4 grain of explosive mixture, if the cap is used or possessed or sold for use in a device which prevents direct bodily contact with a cap when it is in place for explosion.
 - A toy snake which contains no mercury.
 - A sparkler on a wire or wood stick not exceeding 36 inches in length that is designed to produce audible or visible effects or to produce audible and visible effects.
 - A device designed to spray out paper confetti or streamers and which contains less than 1/4 grain of explosive mixture.
 - A fuseless device that is designed to produce audible or visible effects or audible and visible effects, and that contains less than ¼ grain of explosive mixture.
 - A device that is designed primarily to burn pyrotechnic smoke-producing mixtures, at a controlled rate, and that produces audible or visible effects, or audible and visible effects.
 - A cylindrical fountain that consists of one or more tubes and that is classified by the Federal Department of Transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50.
 - A cone fountain that is classified by the Federal Department of Transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50.
2. **"Novelty Fireworks, Commercial"** means the sale and storage of novelty fireworks for commercial purposes, for which a temporary use permit is required under s. 35-21.G.10.
3. **"Statutory Fireworks"** means anything manufactured, processed or packaged for exploding, emitting sparks or combustion which does not have another common use, inclusive of pyrotechnics, but not including any of the following:
 - Fuel or a lubricant.
 - A firearm cartridge or shotgun shell.
 - A flare used or possessed or sold for use as a signal in an emergency or in the operation of a railway, aircraft, watercraft or motor vehicle.
 - A match, cigarette lighter, stove, furnace, candle, lantern or space heater.
 - A model rocket engine.
 - Tobacco and a tobacco product.
 - Anything defined herein as "novelty fireworks."

¹ Ordinance #2016-4 Adopted May 9, 2016

Municipal Code of the Village of Rochester, Racine County, Wisconsin

C. Sale and Storage of Fireworks.

1. The sale and storage of statutory fireworks is prohibited within the Village of Rochester unless such sale or storage is part of a permanent use of land duly authorized under Chapter 35, Planning and Zoning.
2. The sale and storage of novelty fireworks for commercial purposes is prohibited within the Village without a Temporary Use Permit under s. 35-21.G.10. unless such sale or storage is part of a permanent use of land duly authorized under Chapter 35, Planning and Zoning..

D. Use of Statutory Fireworks.

1. Use prohibited without a permit. The use of statutory fireworks is prohibited in the Village of Rochester unless the fireworks are used pursuant to a user permit issued by the Village of Rochester, according to the provisions of Wis. Stat. s. 167.10(3) and all of the requirements and limitations of this Section 9-8.
2. User permit. A user permit application for the discharge of statutory fireworks may be made by any owner or resident of real property in the Village of Rochester, for intended discharge on such applicant's property in the Village. Such application may be made pursuant to Wis. Stat. s. 167.10(3)(c), and shall be subject to all applicable terms of this Section 9-8. Such use is restricted to the following dates: July 3, 4 or 5 each year, subject to the following. If the 4th of July falls on a Monday or Tuesday, the Saturday before will be allowed. If the 4th of July falls on a Wednesday or Thursday, the Saturday after will be allowed. The application must specify the name and address of the requested permit holder, the date on and after which fireworks may be purchased, the general kind and approximate quantity of fireworks which may be purchased, the date and location of the proposed use, and the name, address and telephone number for the individual responsible for the discharge of fireworks. All permit applications under this subsection must be filed between May 1 and June 30.
3. Restrictions and limitations. In addition to all other requirements of this Section 9-8 and applicable State laws, any use of statutory fireworks shall be subject to the following requirements:
 - a. Wind velocity. Wind velocity at the time of use shall not be more than 15 miles per hour as recorded or forecast by the National Weather Service Forecast Office, Milwaukee/Sullivan, Wisconsin.
 - b. Wind direction. Wind direction at the time of use shall be away from buildings or other combustible materials and structures and shall not carry fireworks onto any adjoining buildings or cause annoyance or danger to other persons or property.
 - c. The storage, use or display of permitted statutory fireworks shall conform to the standards set forth in NFPA 1, Chapter 65, Explosives, Fireworks and Model Rocketry, as may be amended from time to time. Every display shall be handled by a competent adult operator. After the permit is issued, possession, and use of fireworks shall be lawful for that purpose only. No permit granted hereunder is transferable.
 - d. Storage and handling of statutory fireworks.
 - (1) No person may store or handle statutory fireworks on any premises unless the premises are equipped with fire extinguishers.

Municipal Code of the Village of Rochester, Racine County, Wisconsin

- (2) No person may smoke where statutory fireworks are stored or handled.
 - (3) A person who stores or handles statutory fireworks shall immediately notify the Fire Chief or Fire Inspector of the location, description and quantity of the fireworks.
 - (4) No person may store statutory fireworks closer than the separation distances required in NFPA 1 Chapter 65 to a dwelling.
 - (5) No person may store statutory fireworks closer than the separation distances required in NFPA 1 Chapter 65 to public assemblages or places where gasoline or volatile liquid is sold in quantities exceeding one gallon.
 - (6) No person may use statutory fireworks for which a permit was not issued while attending a fireworks display for which a permit has been issued under this section.
- e. **Parental liability.** A parent, foster, or family-operated group home parent or legal guardian of a minor who consents to the use of any fireworks by the minor who is under the age of 18 years of age is liable for damages caused by the minor's use of the fireworks, and in addition shall be subject to the penalty provided in this Municipal Code.
- f. **Fire prevention.** Sufficient firefighting implements and personnel shall be available at the scene to control any fire that may be caused by the statutory fireworks.
- g. **Hours.** Statutory fireworks may only be used between 4:00 P.M. and 10:30 P.M.
- h. **Responsibility on Permitted Property.** For property that is subject to a statutory fireworks permit, only the individuals designated on the permit application may discharge fireworks. Such individual is responsible in case of a violation, jointly and severally with the permit holder and property owner, and any or all of these parties may be cited for the violation. Any damage or personal injury as a result of the ignition of fireworks shall be the responsibility of the permit holder.
- i. **Responsibility on non-permitted property.** For property that is not permitted for the discharge of statutory fireworks, if fireworks are discharged the actual person that caused the illegal discharge is responsible for the violation if such person is identified to the Village's satisfaction. If the Village cannot determine to its satisfaction the actual person that caused the illegal discharge, the owner or occupant of the property where the discharge occurred will be presumed to have caused the discharge, or to have aided or abetted the discharge, and shall be held responsible for the illegal discharge and may be cited for the violation. Such presumption may be rebutted only by credible evidence to show that the owner or occupant of the property had no knowledge of the fireworks being on the property at any time prior to the discharge, and that the owner or occupant of the property fully cooperated with the Village in trying to identify the actual person who caused the illegal discharge.
- j. **No sale.** No person in the possession of statutory fireworks pursuant to this section may resell those fireworks in the Village of Rochester.
- k. **Permit availability.** The permit issued for the use of fireworks must be made available upon request of a law enforcement officer

Municipal Code of the Village of Rochester, Racine County, Wisconsin

4. **Fee.** A fee for statutory fireworks permits shall be established by the Village Board and placed on the Fee Schedule, and must be submitted at the time of application and shall be non-refundable.
 5. **Acceptance of risk.** All fireworks discharge permits issued in the Village are issued subject to the possibility that discharge may be prohibited, even if the permit is issued, due to the restrictions and limitations of this Section. All applicants accept this risk and shall be solely responsible for all consequences of the same, by their submittal of the application.
 6. **Statutory fireworks may be possessed and used by the Village without a permit, but Village fire and law enforcement officials must be notified of the proposed use of fireworks at least two days in advance.**
- E. **Possession of statutory fireworks.**
1. **Statutory fireworks may be possessed while transporting the fireworks to a city, town, village or county where the possession of the fireworks is authorized by permit or ordinance, but the person doing the transporting may not remain in the Village for more than 12 hours.**
 2. **Statutory fireworks may be sold or possessed by persons delivering the fireworks to a person granted a permit under this Section.**
- F. **Use of Novelty Fireworks.** Individuals may possess and use novelty fireworks on private property with the permission of the owner or person in charge thereof. Novelty fireworks may be used in Village rights-of-way, but not in the paved portion of streets. Novelty fireworks may not be used in Village parks or in or on other Village property.
- G. **Temporary ban on all fireworks.** The Village President, upon recommendation of the Fire Chief because of extreme dryness or drought, may in the President's discretion declare a temporary ban on fireworks, whether statutory or novelty. No fireworks of any kind may be discharged during a declared ban. Any permit which would otherwise allow discharge on a date during such ban is automatically revoked, subject to the following. Such permittee may apply for a new discharge date after the ban is lifted without incurring a new fee. If any of the possible discharge dates of Section 9-8.D.2. are during the ban, the Village Board shall have the authority, but not the obligation, to establish additional discharge dates which would apply only to those permittees who were not able to discharge fireworks on their permitted dates due to the ban.
- H. **Seizure and destruction of fireworks; Revocation of permit.**
1. **In addition to, and not to the prejudice or exclusion of such other penalties and remedies as may apply, any fireworks stored, handled, sold, possessed or used by a person who violates the terms of this Section may be seized and held as evidence of the violation. In the event a person is convicted of violating this section all fireworks seized shall be destroyed pursuant to the provisions of Wis. Stat. s. 167.10(8)(b), provided that, if storage after seizure but prior to resolution of the charges is deemed too dangerous, the seized fireworks may be destroyed pursuant to statute. Fireworks seized as evidence of a violation for which no conviction results shall be returned to the owner if they have not been destroyed pursuant to statute.**
 2. **Any permit issued to the person under this Section shall be revoked upon conviction for a violation of this Section.**

Municipal Code of the Village of Rochester, Racine County, Wisconsin

I. Application for and issuance of permit.

1. **Application.** The application for a permit hereunder for statutory fireworks be submitted to the Village Clerk and shall include the date of the display, and shall specify the name and address of the permit holder, the kind and quantity of fireworks that will be displayed, and the date and location of the display. The owner or person in authority of the site of the display shall consent in writing to the use of the site.
2. **Review and issuance.** The application shall be reviewed by the Village Clerk, who may seek the advice of the Fire Chief. The Clerk, under the authority of the Village President, shall issue the permit only if the requirements of this Section are met.
 - (a) No permits shall be issued to minors.
 - (b) No permit shall be issued unless the applicant acknowledges in writing that he or she understands and accepts that he or she is fully liable for all bodily injury and property damage that may result from the issuance of the permit, and the applicant indemnifies the Village for the same.
 - (c) No permit shall be issued for the storage of statutory fireworks, except as that storage may be necessary in preparation for a display permitted hereunder, and then only for the period set forth in this Section.
 - (d) No permit shall be issued for the indoor display or use of statutory fireworks.
3. **In accordance with state statute, the Village Clerk shall provide copies of the permits issued to the municipal fire and law enforcement officials at least 2 days before the date of authorized use.**

- J. Penalties.** See Wis. Stat. s. 167.10(9)(b), which provides that a penalty for violation of an ordinance adopted pursuant to Wis. Stat. s. 167.10(5) may not exceed \$1,000. The penalties for violation of this Section shall be set forth in the Village Deposit Schedule and shall not exceed \$1000 per violation.

9-50 PENALTIES.

In addition to any penalty specifically set forth in this chapter, any person who violates any provision of this chapter or any regulation or rule, or order made hereunder shall be subject to a penalty as provided in Chapter 50 of this Municipal Code. Nothing in this section shall preclude the Village from maintaining any appropriate action to prevent or remove a violation of any provision of this Chapter by injunction or other equitable relief.

City of Medford

Fireworks Display Permit

639 S Second Street • Medford, WI 54451 • Phone (715) 748-4321

This application, and \$100 fee must be received by the City no less than 45 days prior to the requested date of fireworks display.

Permit Applicant: _____ Phone Number: _____

Applicant Address: _____ Email: _____

Time of day at which display is to be held: _____ (No later than 11:00 PM)

The exact address/ location planned for display: _____

Date fireworks purchased: _____ Date of actual display: _____

Fireworks Contractor/Operator: _____

Address: _____

Event Pyrotechnics/Operator Name: _____

Event Pyrotechnics Assistant Name(s): _____

Address and location fireworks will be stored at: _____

Please Include:

- Certificate of Liability Insurance (\$1,000,000 bodily injury to one person; \$2,000,000 for injury to more than one person; and \$1,000,000 for damage to property) naming City of Medford as additional insured.
- Map of display area and spectator area

I HERBY AGREE AND CERTIFY the above information is correct, and I am 18 years of age or older. I understand this permit is valid only for the date(s) of display and the requirement to comply with all Wisconsin Statutes and the City of Medford Municipal Code now in effect. A violation of any of the above shall be cause for permit to be immediately revoked by the Medford Area Fire Department or the Medford Police Department/Taylor County Sherriff Department.

Signature of Permit Applicant

Date Signed

The permit applicant agrees to indemnify and hold the City of Medford harmless for any lawsuit or liability which may result in the applicant's use or possession of fireworks. The City is not liable for damage caused by fireworks for the sole reason of issuing a fireworks permit.

**** Medford Area Fire Department reserves the right to rescind this permit should weather conditions prove unfavorable. ****

FOR OFFICE USE ONLY

- Applicant qualifies for receiving permit, must not be a minor.
- \$100.00 License Fee paid.
- Certificate of Insurance. Attach copy.
- Map of Area. Attach copy.
- Fire Chief has reviewed and approved the application.
- Police Chief has reviewed and approved the application.

This permit is valid for the following dates:

Approved by Fire Chief/Police Chief
or Designee

Signature

Date Signed

Title

A copy of this permit shall be given to Medford Area Fire Department and the Medford Police Department at least 2 days before the date of authorized use.

PYROTECHNIC DISPLAY PERMIT APPLICATION

To: City of Council Authority: s.347-21 FDL Municipal Code
City of Fond du Lac

I. APPLICANT

- Public Authority
- Fair Association
- Park Board
- Civic Organization
- Resident Individuals Group
- Nonresident Individuals Group

Name: _____
 Agents Name: _____
 Address: _____
 Date of Birth: _____
 Social Security No. _____

II. DISPLAY

Date: _____ Time: From _____ to _____
 Location: _____

Persons Igniting Fireworks:

Name	Address	DOB
_____	_____	_____
_____	_____	_____

Inventory: Attach list (including range of individual items)

Delivery Date: _____

Storage location address: _____ (Note Wisconsin Law prohibits storage in a dwelling or within 50 feet of a dwelling):

Fire Fighting Apparatus: _____

III. SITE

Attach scale site plan showing perimeter lines of location, house and out buildings on site and within range of rockets, area of ignition, location of mortars, location of display area storage, fire fighting apparatus, viewer seating.

Type of fire fighting apparatus: _____

IV. INSURANCE - (Attach Certificate of Insurance or Indemnity Bond)

Company Name: _____ Policy Number: _____
 Agent Name: _____ Phone Number: _____
 Agent Address: _____
 Coverage Limits: Liability - \$ _____ Medical - \$ _____

I understand that the application must be filed a minimum of (15) fifteen days prior to the display. I hereby swear or affirm that the information is true and correct. That fireworks may not be purchased or delivered prior to granting of the permit.

Subscribed & sworn to before me
this ___ day of _____, 2_____.

Applicants Signature

(Clerk/Notary Public)

My commission expires _____

PYROTECHNIC DISPLAY PERMIT APPLICATION

Permit No.: _____

Date: _____

Granted To: _____

Granted pursuant to Section 347-21, Fond du Lac Municipal Code of Ordinances for the storage and display of fireworks. This permit may be revoked at any time for non compliance with any conditions to its approval listed below:

1.) **Date after which fireworks may be purchased** _____, 2 _____ .

2.) **Type and quantity of fireworks which may be purchased:**

See attached list.

Delivery: Fireworks may not be delivered prior to _____, 2 _____ .

Storage: Fireworks may not be stored in a dwelling or structure located within fifty (50) feet of dwelling.

3.) **Storage location must be locked.**

Fire extinguishers must be located adjacent to storage location door:

Class _____ Number _____ Size _____

4.) **Smoking prohibited in and signs posted.**

- Display:
- 1.) Agent must personally ignite fireworks or be on site during display.
 - 2.) The agent may designate one (1) or two (2) ignites over eighteen (18) years of age.
 - 3.) The fire extinguishers from the storage site must be in the ignition display area at time of display.
 - 4.) Location, date, time: _____

Other: Clean up deposit: \$100.00

**CITY OF KALAMAZOO, MICHIGAN
FIREWORKS DISPLAY APPLICATION**

The undersigned organization or group of individuals (from two or more families) hereby apply to the City Commission of Kalamazoo for a permit to publicly display fireworks. We guarantee that the display will be conducted by a qualified person under our immediate supervision in adequate open space. A certificate of comprehensive general or personal liability insurance for a least \$1,000,000, protecting the applicant against property or personal injury damages during the display and naming the City of Kalamazoo, its agents, officials, and employees as additionally insured parties accompanies the application. Preliminary approval of the application has been given by the Fire Marshal.

Location of the display:* _____
(*Location of display may not be changed after approved by Fire Marshal)

Date of Display: _____

Name of Qualified Operator _____

Name, Address and Phone of applicants:

Signature of Applicant

I endorse this application

Approved by the City Commission

Fire Marshal

City Clerk

Date: _____

Date: _____

***PERMIT ISSUED SUBJECT TO COMPLIANCE WITH THE CONDITIONS AND SAFETY GUIDELINES SPECIFIED BY THE FIRE CODE. Change in location or safety guidelines automatically voids this permit.**

Date of Notification
to FAA: _____

Fire Marshal

Date: _____



FIREWORKS PERMIT

PERMIT ISSUED TO: _____

*Permits only issued to the following:

- | | |
|-----------------------|---|
| 1. A public authority | 5. A civic organization |
| 2. A fair association | 6. Any individual or group of individuals |
| 3. An amusement park | 7. An agricultural producer for protection of crops |
| 4. A park board | |

PERMIT ISSUED FOR THE PURPOSE OF: (check all that apply)

- _____ Possess and use display fireworks within the City of Chippewa Falls
(Proof of current federal permit required)
- _____ Possess, sell, and/or use consumer fireworks within the City of Chippewa Falls
- _____ Other (specify) _____

PERMIT IS VALID FOR THE FOLLOWING:

Date: _____

Time of Day: _____ am/pm to _____ am/pm

Location: _____

LIST THE TYPES (CLASS/DIVISION) AND QUANTITY (APPROXIMATE WEIGHT OR NUMBER) IN POSSESSION OR ATTACH A LIST OF SUCH TO PERMIT APPLICATION:

CONTACT INFORMATION:

Applicant Name, Business Name or Company Authorized to Conduct Fireworks Display/Stand:

Permit Holder Address: _____

Permit Holder Telephone: _____

Permit Holder Email: _____

This permit is used pursuant to s. 167.10 Wisconsin State Statutes, and on the condition that the City of Chippewa Falls shall not be held liable for accident or injury occasioned during the transportation, handling, storage, or use of the fireworks or pyrotechnic devices. **A copy of this permit must be submitted to the Chippewa Falls Fire and Emergency services Department at least two days prior to the date of authorized use. Applications for the sale of fireworks will also be referred to the City of Chippewa Falls Zoning Inspector for consideration.**

Permit Holder Signature _____ **Date** _____

Mayor Signature _____ **Date** _____

City of Chippewa Falls Fireworks Permit # _____

Sandi Wesolowski

From: DANA KERR <KerrConsulting@msn.com>
Sent: Tuesday, September 20, 2022 4:28 PM
To: Steve Olson; John Nelson; Kristen Wilhelm; Shari Hanneman, Sandi Wesolowski; Ed Holpfer; meichman@franklinwi.gov; Mike Barber; kevinhaleyla@gmail.com; Adam Burckhardt@live.com; Glen Morrow; leonpl@hotmail.com, HogieHouse@live.com; Regulo Martinez-Montilva; Rick Oliva; Adam Remington; Peggy Steeno
Subject: Fireworks Pollutants and Noise, further research required
Attachments: fireworks pollutant.docx

The discussion of fireworks requires further research and evaluation of other ordinances and permits for other municipalities. In addition, there needs to be an incentive for this development to become a good neighbor and to adhere to the enforcement of standards, ordinances and process is arbitrary for this development. There is no consistency, no citations, no repercussions so the pattern of non-compliance compounds each year.

My concern is that this development consistently is not a good neighbor and intentionally does not follow the required process at the City. There are over 120 events each year with disruptive noise with some going through no process review at all.

There is a vast disparity between what was presented regarding this project since inception and what actually has been constructed and operated.

Noise was to be mitigated. It has not. A sound study was a condition of the approval in 2016 which the developer was to pay for. That required sound study was to make recommendations for the acoustic designs at this development. The City Planning Manager report 11-2020 indicated the issues of noise were one of problems of design.

Clearly having speakers pointed out from the stadium is not a reasonable standard and the City is negligent for allowing HUNDREDS of events to be broadcast into this neighborhood over the past 5 years. The City has no drawings for the acoustic system, the Planning Commission did not review anything, the Planning department has no information, creating negligence for not requiring this information when citizens were complaining about the noise since 2013.

I would like to suggest the following process to incent the development to be a good neighbor:

1. all special event permits should be based on a single day approval to encourage compliance with mitigation of the noise to obtain other permits. (Including fireworks)
2. All speakers at the stadium need to be oriented away from residential districts and turned into the bowl of the stadium.
3. Other speaker systems for other facilities - particularly the umbrella bar should be examined for live music events.
4. mortar salutes should be banned
5. fireworks should be limited by time (start at 9:30 unless extra innings and then not after 10 pm) no weekday fireworks should be allowed

6. Limit the number of fireworks events at this district. 8 fireworks occurred this year, that is excessive for this location that butts residential districts and parks.
7. Decibel monitors need to be set to record at 50 dBA, to comply with City Planning Manager report, they are presented set to record at 65 dBA

I would like to suggest, prior to the elected officials stating that there are few complaints, the actual police reports and online complaints for the season should be reviewed regarding the noise from this facility.

This discussion of fireworks warrants further research into other fireworks ordinances and research into the impact of noise on the surrounding areas. The County sound study measured the fireworks so this discussion of fireworks could wait until that report comes out to get an overall picture of the noise from this facility for all events

The City Planning Manager indicates that the sound decibel level at the property line should be 50 decibels, not 79. (City planning manager report Dec 2020). But this is not what is being complied with. The sound monitors are set to record at 65 decibels. They need to record at 50 decibels at the property line.

More input on fireworks below from my research. Also attached is a document above regarding pollutants from fireworks and the cancellation of fireworks indefinitely at a Northwoods minor league stadium.

The fireworks mortar salutes need to be prohibited. Mortars salutes are just noise no aerial effects. The City of Franklin permit for previous fireworks for this facility states no mortar salutes will be used to limit decibel levels. There have been mortar salutes used at this facility.

This item should be tabled until further research can be completed including obtaining all the police reports and online complaints for this season.

And to research other municipalities fireworks standards.

Below are some suggestions from research of fireworks permits / process for other communities:

Common firework permit requirements:

Application submitted no later than 45 days prior to the event. Permit Fees \$100- \$150 per occurrence. **Per Wis Statutes 167 each firework event requires a separate permit.**

Fire chief investigation, no permit shall be granted unless the mayor written gets permission / approval from the fire chief to accept the application.

Insurance policies for holding an event in the State of Wisconsin are at the rate of \$1,000,000 for bodily injury to any one person, \$2,000,000 for injury to more than one person and any other people afterwards. Also \$1,000,000 for any damage to property that may be caused by the fireworks under the permit.

Application to include diagram / map of fireworks / pyrotechnic display will take place that shows firing area, fallout area, display site, distances to audience, buildings, parks, roadways and public pathways / trails and any other special conditions required by the Fire Chief, Police Chief, Building Inspection and Governing body. **No aerial fireworks display will be conducted unless a permit has first been secured.** Significant fines can be issued and/or restriction from future fireworks and pyrotechnic displays for same business.

Nuisances. Fireworks will not be discharged in such a manner that may create a nuisance between the hours of 10:00 p.m. to 11:00 a.m. Fireworks use will also be subject to any additional ordinances such as noise, nuisance and assembly.

Violations of this regulation, city ordinance or state statute may result in revocation of the permit or inability to obtain permit in the future.

The Fire Chief may, at his or her discretion, cancel any pyrotechnic display for any reason. The City will not be required to issue a pyrotechnic display permit for an alternate date if a display is canceled, and the City shall not be liable for any costs incurred as a result of the cancellation.

Events can be cancelled for concerns of drought or other environmental factors.

Upon conclusion of any pyrotechnic display, the authorized individuals responsible for recovery of any unfired fireworks shall make a complete and thorough search for any unfired fireworks that failed to fire or function during the display. Said person(s) will immediately dispose of or remove in a safe manner any remaining fireworks.

All premises shall be equipped with approved fire extinguishers and any other equipment required by the Fire Chief, or his or her designee.

Fire staff will be on scene during all pyrotechnic displays permitted by the City. The operator / permittee will be charged for this service as set forth in the schedule of fees, which is adopted annually by resolution of the City Council.

All fireworks that fire a projectile over land will be so set up that the projectile will go into the air as nearly as possible in a vertical position.

Upon conclusion of any pyrotechnic display, the authorized individuals responsible for recovery of any unfired fireworks shall make a complete and thorough search for any unfired fireworks that failed to fire or function during the display. Said person(s) will immediately dispose of or remove in a safe manner any remaining fireworks.

Cancellation of displays.

The Fire Chief may, at his or her discretion, cancel any pyrotechnic display for any reason. The City will not be required to issue a pyrotechnic display permit for an alternate date if a display is canceled, and the City shall not be liable for any costs incurred as a result of the cancellation.

Revocation of pyrotechnic display permit.

The City Clerk, Fire Chief, Police Chief, or Chief Building Inspector, or his or her designee, may, at any time for good cause shown, revoke, suspend, or deny issuance of any permit issued under this chapter. Good cause will include, without limitation for lack of enumeration herein, the following:

- A.** Any violation of the provisions of this chapter or any municipal code or ordinance;
- B.** Any violation of building, zoning, fire code, and municipal code applicable to the licensed premises;
- C.** Any violation of Wisconsin state law or the City Municipal Code and Ordinance that is relevant to the protection of the general welfare of the community and natural resources.

D. Any conviction of the permittee for the illegal use of fireworks.

Kokomo Indiana

The City of Kokomo, Indiana has determined to restrict the use of fireworks which create excessive noise and disturbances within the City.

This ordinance is designed to encourage the responsible and courteous use of consumer fireworks in the City of Kokomo.

AND WHEREAS, the Common Council of the City of Kokomo deems it necessary to enact legislation concerning fireworks usage and displays as provided for by Indiana Code: 22-11-14-10.5

Nothing in this ordinance shall prohibit the local Fire Chief, State Fire Marshal, or any duly authorized law enforcement official from further restricting, or prohibiting, the use of fireworks during the aforementioned periods of time for any weather related or public safety reasons.

Users shall be responsible for all debris resulting from the discharge of consumer fireworks. It is a violation of this Ordinance if fireworks land upon property owned or occupied by another person from which permission was not obtained, or upon public streets or City property, and which fireworks and/or all related debris is not removed by the user within twenty-four (24) hours of such use or discharge. Notwithstanding the foregoing, nothing in this ordinance shall be interpreted to grant permission to any person to discharge, place, or land debris on property occupied or owned by another, and the twenty-four (24) hour removal period required by this ordinance shall not relieve any such user of any applicable civil liability, including but not limited to a cause of action for trespass or nuisance.

Health concerns related to fireworks beyond the impact of noise.

Pollutants enter air / waterways for miles and days after fireworks events. The Root River Tributary abuts this location as well as being adjacent to parks / conservancies. Perchlorate is commonly used in solid rocket propellants, munitions, **fireworks**, airbag initiators for vehicles and signal flares.

A more environmentally friendly option would be a drone display with restrictions on the noise.

<https://www.facebook.com/au.hazmat/photos/a.469349130205703/1114121795728430/?type=3>

March 23, 2021

U.S.A, MICHIGAN, OSCEOLA CO, EVART:

Bombers Fireworks Canceled Due to Perchlorates Concerns

- **Fireworks for Battle Creek Bombers (Northwoods League) games at C.O. Brown Stadium have been canceled indefinitely after perchlorates, used as a propellant in fireworks, were found in the groundwater in Evert.**
- Evert, MI is located 120 miles away from Battle Creek, it's not a situation of the Bombers created this pollution, as reported in a Michigan Department of Environment, Great Lakes & Energy; it's that the fireworks could cause groundwater pollution. The ballpark is located in the city's wellfield, serving as Battle Creek's only municipal water source.
- The presence of perchlorates in the Battle Creek area and its cause is being disputed by the Bombers, who point to other studies of wells in the area as being clear of perchlorates, specifically, four Verona wells were tested in May 2020

Forbes report on fireworks producing pollution;

<https://www.forbes.com/sites/grrlscientist/2019/12/31/festive-fireworks-create-harmful-pall-of-pollution/?sh=7fb9bfab2853>

Festive Fireworks Create Harmful Pall Of Pollution

Fireworks create highly toxic gases and pollutants that poison the air, the water and the soil, making them toxic to birds, wildlife, pets, livestock — and people — but there are environmentally-friendly alternatives available

Pollutants released by fireworks travel far from their origin. Several studies revealed that in mild weather, tagged heavy metals used in pyrotechnics traveled 100 km (62 miles) downwind over a two-day period (i.e.; ref & ref). Among the pollutants traced were: strontium, vanadium (V), potassium, titanium (Ti), barium, copper, lead, magnesium, aluminum (Al) and zinc (Zn). These heavy metals add to the toxic pollution in the air. Further, the environmental impacts of these emissions are not confined to the air because these heavy metals are washed out of the air by rainfall, and accumulate in — and pollute — local watersheds.

Most urban areas have fireworks displays on two or three nights per year.

Despite the ephemeral nature of fireworks, the toxic chemicals they add to the environment are permanent, and every year, we add more to this toxic mix. And of course, don't forget that there are many other sources of environmental pollution, and the accumulation of all these toxic chemicals is deeply concerning.

Health impacts of pyrotechnic pollution

Currently, there is not much published research that focuses specifically on the health impacts of fireworks, but they do use a variety of Persistent, Bioaccumulative, and Toxic chemicals (PBTs) to create their effects. We do know PBTs remain in the environment for very long periods of time, that they are highly resistant to degradation, and they easily enter and quickly accumulate in the food chain.

That said, a 2010 study used epidemiological data to estimate the likely health impacts from fireworks pollution and found that the relative risk of cardiovascular mortality increased to as high as 125.11% and the relative risk for cardiovascular morbidity increased by 175.16% over a regular winter day ([ref](#)).

Further, hospital admissions for asthma and other breathing problems peak the day following a fireworks display.

Pyrotechnic pollution in the environment

Thanks to climate change-triggered droughts, clean and safe drinking water is becoming ever more precious — and rare. Despite this, many urban fireworks shows are held over, or adjacent to, a body of water to reduce the likelihood of fire. This, of course, increases a plethora of fireworks pollutants in water. For example, one study found perchlorate concentrations in surface water of a municipal lake located next to a fireworks show spiked 14 hours afterwards, reaching levels from 24 to 1028 times the mean baseline value, and decreased back to background levels within 20 to 80 days ([ref](#)). (Perchlorate is an inorganic chemical used in fireworks and other explosives.) Another study found perchlorate in groundwater and surface water, especially in the vicinity of fireworks manufacturing sites and fireworks display sites ([ref](#)).

Although there is a fairly large body of work on perchlorate pollution, the health and ecological impacts of perchlorate have not been fully assessed. Nevertheless, the evidence shows that **perchlorate contaminants are emerging as potent thyroid disruptors, with far-reaching ecological impacts too**

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License Committee

Administrative Rules and Procedures

Article I. Name of Committee

The name of this Committee shall be the “License Committee” of the City of Franklin, Wisconsin, hereinafter referred to as the “Committee”.

Article II. Authorization

The authorization for the establishment of the Committee is set forth in §10-22. of the Municipal Code of Franklin, Wisconsin, as amended, hereinafter referred to as “§10-22.”, which is incorporated herein by this reference and is presented in Exhibit A.

Article III. Membership

- Section 1. The composition of the Committee shall be as established in §10-22. and as may otherwise be specified by the Common Council.
- Section 2. The terms of the members shall be as established in §10-22. and as may otherwise be specified by the Common Council.
- Section 3. Each member shall have one (1) vote. The Chairman votes according to Common Council policy, which follows Roberts Rules of Order. Voting by proxy is not permitted. On a tie vote, the motion is lost. In the event the Committee is comprised of co-chair status for each member, each member shall have a vote on all matters, absent any conflict of interest or any other reason for abstention.
- Section 4. All members shall serve without compensation.
- Section 5. A quorum shall be two (2) members.
- Section 6. Actions, communications, etc. of Committee members shall be subject to the provisions of the Wisconsin Statutes, including but not limited to the Open Meetings Act, and the Municipal Code and policies of the City of Franklin, including but not limited to the Code of Ethics.

Article IV. Duties

- Section 1. The duties of the Committee shall be as established in §10-22. of the Municipal Code of the City of Franklin, and as may otherwise be specified by the Common Council.
- Section 2. The City of Franklin’s City Clerk or designee shall provide administrative staff support to the Committee.

Article V. Officers

- Section 1. The officers of the Committee shall be the Chair, Vice-Chair and Secretary. In the event the Committee is comprised of Co-Chair status for each member, one member shall additionally be elected Secretary and no Vic-Chair shall be elected during such status.
- Section 2. The Chair and Vice-Chair shall be elected by and from the Committee members.
- Section 3. The term of Chair and Vice-Chair shall be from election to the next election. Elections to fill these offices shall be held at the first Committee meeting and the first Committee meeting on or after May 1 of each subsequent year. Elections to fill vacancies will be held at the first Committee meeting after the vacancy occurs.
- Section 4. The Chair shall preside at all meetings and hearings of the Committee and shall have the duties normally conferred by parliamentary usage to such office. The Chair, with the assistance of the City Clerk, shall:
- a) Call meetings of the Committee as needed to fulfill the duties of the Committee and determine the time and place of such meetings.
 - b) Prepare agendas for meetings.
 - c) Prepare reports of Committee actions.
 - d) Provide notice to all Committee members.
 - e) Attend to correspondence of the Committee as approved by the Committee.
 - f) Determine that the Secretary keeps the official records of the Committee.
 - g) Determine that all Committee members have these Administrative Rules and Procedures and such other records as may be necessary for the satisfactory conduct of the duties of Committee members.
 - h) Have other duties as may from time to time be assigned by the Committee.
- Section 5. When the Chair is unable to preside or fulfill the duties of the Chair, the Vice-Chair (or Co-Chair) shall preside and assume the duties of the Chair until the Chair is able to preside.

Article VI. Committees, Subcommittees

- Section 1. The Committee may establish committees and subcommittees as deemed appropriate or necessary to fulfill the duties of the Committee.
- Section 2. The Chair shall appoint committee and subcommittee members and officers.

Article VII. Meetings

- Section 1. The Committee, its committees and subcommittees shall meet as needed to fulfill the duties of the Committee.
- Section 2. The Committee shall meet at the call of the Chairman as needed to fulfill the duties of the Committee.
- Section 3. All meetings of the Committee shall be open to the general public, subject to the provisions of the Wisconsin Statutes (Open Meetings Act).
- Section 4. Except as otherwise provided herein or specified by the Common Council, the parliamentary procedure of the Committee shall be as provided in Robert's Rules of Order Newly Revised, as approved by the Common Council.
- Section 5. A record of all Committee actions shall be kept as part of its minutes.
- Section 6. Any member of the Committee may place on a Committee agenda for consideration, discussion, action, etc. any matter that is properly within or related to the duties, rules, procedures, activities, etc. of the Committee, by notice to the Chair and the Secretary.
- Section 7. All materials and information related to matters to be considered by the Committee shall be delivered to the City Clerk not later than seven (7) working days preceding the meeting at which the matter is to be considered. Matters submitted for consideration by the Committee may be rescheduled to a subsequent Committee meeting when the Committee has determined that any required materials and information have not been received by the specified time.
- Section 8. Agendas and other materials for each meeting shall, whenever possible, be mailed to the members of the Committee not later than three (3) working days preceding the meeting.
- Section 9. Revisions or amendments to these Administrative Rules and Procedures (except items established in the statutes and regulations of the State of Wisconsin or the Municipal Code of the City of Franklin, Wisconsin, which shall be as adopted by the applicable authoritative body), shall require approval of a majority of all the members of the Committee and approval by the Common Council. All other actions shall require approval of a majority of all the members of the Committee.

Article VIII. Order of Business

- Section 1. Each Committee agenda shall provide for the following order of business:
- I. Call to order and roll call
 - II. Approval of minutes of previous meeting(s)
 - III. Old business (listed)
 - IV. New business (listed)
 - V. Other business (e.g., items for future agendas, Committee rules and procedures, etc.)
 - VI. Schedule next meeting
 - VII. Adjournment
- Section 2. In general, the order of business shall follow the printed agenda. The order of business may vary from the printed agenda by consensus of the Committee members present.

Article IX. Non-member Participation

- Section 1. Letters, documents and other records relevant to matters before the Committee or within Committee duties are welcome at any time by submission to the Secretary, subject to timing requirements established elsewhere herein. Submissions related to a specific matter before the Committee will be considered when the specific matter is considered. Submissions related to other matters within the Committee duties will be considered in the Other Business section of the agenda or as otherwise deemed applicable by the Committee.
- Section 2. Except for properly noticed and scheduled public hearings, non-member testimony during Committee meetings shall be limited to a) applicants with matters before the Committee, b) persons with knowledge or expertise relevant to matters before the Committee or within Committee duties and c) the Mayor and Aldermen of the City of Franklin. Such non-member testimony shall be permitted at the discretion of and upon recognition by the Chair or on consensus of the Committee members present, and upon statement of name, address and basis for testimony.
- Section 3. At a properly noticed and scheduled public hearing of the Committee, any person may speak on the specified subject of the hearing upon recognition by the Chair and statement of name and primary residence address.

Article X. Reconsideration

- Section 1. The Committee may reconsider any action taken by it during the same meeting at which the action was taken and at the next succeeding meeting.

License Committee

Administrative Rules and Procedures

Table of Contents

<u>Page</u>	<u>Article</u>	<u>Title</u>
1	I	Name of Committee
1	II	Authorization
1	III	Membership
1	IV	Duties
2	V	Officers
2	VI	Committees, Subcommittees
3	VII	Meetings
4	VIII	Order of Business
4	IX	Non-members Participation
4	X	Reconsideration

Exhibit

- A. §10-22. Of the Municipal Code of the City of Franklin, Wisconsin.

EXHIBIT A.

§10-22. License Committee. [Added 3-6-2001 by Ordinance No. 2001-1639]

The License Committee shall consist of three Alderpersons appointed by the Mayor and confirmed by the Common Council, each to serve a one-year term commencing May 1. (See §19-4. of this Code.)

RESOLUTION NO. 2010- 6636

A RESOLUTION ESTABLISHING ALCOHOL BEVERAGE LICENSES ENFORCEMENT POLICY GUIDELINES

WHEREAS, the Common Council having directed the License Committee, upon the Committee's recommendation, to prepare policy guidelines for use by the Committee and the Common Council in reviewing alcohol license matters which may involve the consideration of a denial, non-renewal or revocation of a license, to assist the Committee and the Common Council in those deliberations; and

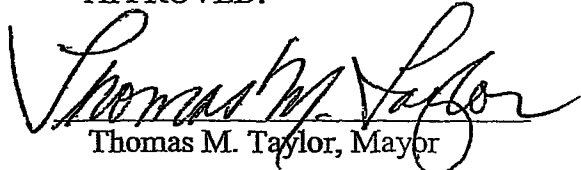
WHEREAS, the License Committee having reviewed other municipal and state alcohol beverage license enforcement policy guidelines and having prepared a policy thereafter and having recommended its adoption at its special meeting on March 15, 2010 and the Common Council having considered such recommendation and having determined that the proposed policy guidelines will serve to protect the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin Alcohol Beverage Licenses Enforcement Policy Guidelines, in the content as annexed hereto, be and the same are hereby approved.


Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 5 NOES 1 ABSENT 0
(Ald. Sohns)

CITY OF FRANKLIN
ALCOHOL BEVERAGE LICENSES
ENFORCEMENT POLICY GUIDELINES

Intent. As it is the responsibility of the License Committee (“Committee”) of the Franklin Common Council to screen applications for alcohol beverage licenses within the City of Franklin and to make recommendations thereupon to the Common Council for its decision under the licensing authority granted by Chapter 125 of the Wisconsin Statutes and Chapters 158 and 169 of the Municipal Code of the City of Franklin, the Committee recommends and the Common Council adopts the following guidelines in order to specify the reasons for denying, non-renewing or revoking an alcohol beverage license. If a decision is made to deny, revoke, suspend or non-renew a license, the Council is required to provide that person with a written reason for the denial. These guidelines are adopted to assist the Committee in its reviews and recommendations and the Common Council in its decision-making, to meet that requirement.

The following guidelines are established by the Common Council to provide a framework for which persons are eligible for issuance of an alcohol beverage license (*i.e.* grounds for denial) and a framework for suspension, revocation or non-renewal. **There is broad discretion retained on behalf of the Committee and the Common Council to consider each case on an individual basis. Deviation from the guidelines may be allowed if unusual, exaggerated or mitigating circumstances exist, which may include, but are not limited to, the particular circumstances documented or the length of time that has expired since the offense.**

Since alcohol beverage license holders must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community, individuals with a past history of negative or uncooperative contacts with police agencies should be scrutinized; provided, however, that the Committee and the Common Council shall not discriminate against such applicants based on a prior arrest or conviction record, pursuant to Wis. Stat. §§ 111.321, 111.322, 111.335 and 125.12(1)(b), unless said arrest or conviction record substantially relates to the circumstances of the particular licensed activity. It is with these goals in mind, as well, that these guidelines are adopted.

For purposes of these guidelines, an “alcohol beverage license,” “license” or “permit” constitutes a retail license or an operators license. Additionally, the definition of “person” shall be as defined in Wis. Stat. § 125.02(14) of the Wisconsin Statutes and §158-1. of the Municipal Code of the City of Franklin. Therefore, these guidelines also apply to corporations, limited liability companies, agents, and partnerships. A corporation or limited liability company with an arrest or conviction record may be issued a license if the corporation or limited liability company has terminated its relationship with all the individuals whose actions directly contributed to the conviction [§ 125.04(5)(C) and §158-1.]. **Furthermore, to the extent Wis. Stat. Ch. 125 or Franklin Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Committee may also rely on such provisions.**

The Common Council will only deny renewal of, suspend or revoke a current alcohol beverage license under these guidelines, or other justification provided by law, if the person committed an offense substantially related to the licensed activity within the license year period immediately preceding the year for which the person is seeking renewal or within the license year period in which suspension or revocation is sought, unless the Police Chief demonstrates that previous offenses were not considered in the approval of the current license. In the event the person is considered for non-renewal, suspension or revocation as the result of such an offense, the Committee and Common Council shall consider all offenses, regardless of when they occurred, to determine application of these guidelines.

Additionally, with respect to a non-natural person, such person's license may be revoked, suspended or non-renewed in the event a new officer, director, member, or manager, is named and such person does not qualify under these guidelines; with the exception that a corporation or limited liability company may retain its license if it terminates its relationship with all the individuals whose actions directly contributed to the conviction. With respect to successor agents, see Wis. Stat. § 125.04(6).

Notwithstanding the above, the following violations may not be used as grounds for suspension, revocation or non-renewal of an existing license:

1. furnishing alcohol beverages to underage persons (unless the licensee has committed two (2) violations within a one (1) year period), or
2. Violations punishable under Wis. Stat. § 945.03(2m), 945.04(2m) or 945.05(1m) (relating to commercial gambling and gambling devices).

A copy of these guidelines shall be provided to each person who applies for a license.

GUIDELINES

Guideline 1. Provided the offense is substantially related to the circumstances of the licensed activity, any person who has been convicted of any felony, unless duly pardoned, does not qualify for an alcohol beverage license. (To the extent the other guidelines reference a specific offense, this guideline shall apply if the offense constitutes a felony.)

Guideline 2. Provided the offense is substantially related to the circumstances of the licensed activity, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last ten (10) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Violent crimes against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle.
- (b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but

- not limited to, obstructing a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, bomb scares, or acts or threats of terrorism.
- (c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; possessing with intent to manufacture, distribute or deliver, a controlled substance or a controlled substance analog.

Guideline 3. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, or has a current charge pending, for two (2) or more offenses, **arising out of separate incidents**, within the last seven (7) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
- (b) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or Franklin Ordinance Chs. 158 or 169 - excluding administrative violations such as "failure to post license under glass") (furnishing alcohol beverages to underage persons shall not be used as grounds for suspension, revocation, or non-renewal of an existing license unless the licensee has committed two (2) violations within a one (1) year period).
- (c) Perjury or false swearing, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
- (d) Possessing a controlled substance, controlled substance analog or drug paraphernalia.
- (e) Operating a motor vehicle while under the influence of intoxicants or drugs.
- (f) Operating a motor vehicle with a BAC in excess of .08% by weight.
- (g) Open intoxicants in public places or in a motor vehicle.

Guideline 4. Provided the offenses are **substantially related to the circumstances of the licensed activity**, any person who is an habitual law offender does not qualify for an alcohol beverage license. To constitute an habitual law offender there need not have been a trial or conviction for each or any offense. What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown. *See Smith v. City of Oak Creek*, 139 Wis. 2d 788 (1987). For purposes of these guidelines, an habitual offender includes, but is not limited to a person who has committed two (2) or more offenses, each a separate incident, within the immediately preceding five (5) years.

Guideline 5. In addition to the other provisions under these guidelines, pursuant to Wis. Stat § 125.12, a person's alcohol beverage license may be denied, non-renewed, suspended or revoked if the person:

- (a) Keeps or maintains a disorderly or riotous, indecent or improper house.
- (b) Sold or has given away alcohol beverages to known habitual drunkards.
- (c) Does not possess the qualifications under Chapter 125 of the Wisconsin Statutes and Chapters 158 and 169 of the Municipal Code of the City of Franklin to hold a license.
- (d) Was issued a license in conjunction with a warning letter as to any future law violations, regardless of whether the basis for the warning letter was conduct occurring earlier or outside of any of the time limits set forth in Guidelines 2., 3. and 4. above, and has committed a law violation subsequent to the issuance of the warning letter.

Guideline 6. Any person who materially falsifies an application for an alcohol beverage license will not be eligible to re-apply for an alcohol beverage license for a period of six (6) months from the date of denial of such application. The Committee within its review and recommendation process

and the Common Council may waive the provisions of this paragraph, allow the applicant to submit a corrected application, with the appropriate fee, and grant an alcohol beverage license to the person, if it appears to the Common Council that any falsifications on the application were the result of inadvertence, excusable neglect or mistake.

Severability. If any section, subsection, sentence or phrase of this Policy is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase.

Conflict. Any impermissible conflict between Wis. Stat. Ch. 125, Chs. 158 and 169 of the Municipal Code of the City of Franklin and this policy shall be decided on the order of precedence which shall be the order listed in this sentence.

This policy will go into effect on the 1st day of May, 2010.

Notice to All Licensees:

Be sure you read and understand this publication. You are held responsible for obeying Wisconsin's Alcohol Beverage and Tobacco Laws. Failure to follow these laws may result in criminal prosecution, with penalties resulting in fines, imprisonment and/or loss of license.

City of Franklin Restrictions – Hours of Sale for Intoxicating Liquor

Excerpt from Franklin's City Municipal Code Book:

(Chapter 158 Section 8-C)

- C. Class A Retail and Class A Combination Licenses; sale for consumption away from Class B premises. Class A premises and premises operating under a Class A Combination License may remain open for the conduct of their regular business but may not sell fermented malt beverages between 9:00 p.m. and 8:00 a.m. Between 9:00 p.m. and 6:00 a.m. no person may sell fermented malt beverages on Class B premises in an original unopened package, container or bottle or for consumption away from the premises.



Information for Wisconsin Alcohol Beverage and Tobacco Retailers

Includes information on:

- **Licenses and permits**
- **Prohibited activities**
- **Underage persons and minors**
- **Cigarette and tobacco products**
- **Vapor products**
- **Video gambling**

TABLE OF CONTENTS

	Page
1. INTRODUCTION	4
2. DEFINITIONS	4
3. MUNICIPAL RETAIL LICENSES	5
A. General	5
B. License Requirements.....	5
4. OTHER LICENSES, PERMITS AND REGISTRATIONS	9
A. Seller's Permit.....	9
B. Federal Alcohol Dealer Registration	9
5. PROHIBITED ACTIVITIES	9
A. Unlicensed Premises Sales.....	9
B. Sale to Other Licensees	10
C. Sales to Intoxicated Persons	10
D. Refilled Liquor Bottles.....	10
E. Corkage Fees.....	10
F. Giveaways	10
G. Minimum Markup.....	10
6. UNDERAGE PERSONS AND MINORS	11
A. Entering Licensed Premises	11
B. Verifying Identification and Age	11
C. Possession by Underage Persons.....	11
D. Sales and Service to Underage Persons.....	14
E. Employing Minors.....	14
F. Other.....	15
G. Penalties	15
7. RECORDKEEPING	16
A. Invoices	16
B. Identification Register.....	16
8. OTHER ALCOHOL BEVERAGE INFORMATION	17
A. Payment for Alcohol Beverages.....	17
B. Nonalcohol Beverages	17
C. Temporary Class "B" and "Class B" Licenses.....	17
D. Inspection of Licensed Premises.....	18
9. CIGARETTE AND TOBACCO PRODUCTS	19
A. Definitions	19
B. Licenses.....	19
C. Purchases.....	20
D. Sales.....	20
E. Minors.....	20
10. VAPOR PRODUCTS	20
A. Definitions	20
B. Permit	21

C. Taxes	21
11. VIDEO GAMBLING	21
A. Enforcement	22
B. Violations	22
C. Taxes	22
12. RESOURCES.....	22
A. Wholesale Permit Holders List.....	22
B. Published Guidance	23
C. Alcohol Beverage News	23
D. DOR Assistance	23

IMPORTANT CHANGES

- **Publication Reorganization.** The publication has been revised to group similar topics into sections. Substantive changes to the publication follow.
- **Liquor Sales Limits.** Effective June 26, 2019, the sale of intoxicating liquor for off-premises consumption by "Class B" licensees is no longer limited to four liters at one time. Municipalities may enact ordinances allowing retail "Class B" (liquor) license holders to sell intoxicating liquor in the original package or container in any quantity for consumption off the licensed premises. Pages 8 and 9.
- **Vapor Products.** Effective October 1, 2019, an excise tax is imposed on the sale of liquid, gel, or other substances used in e-cigarettes at the rate of 5 cents per milliliter of the liquid or other substance producing vapor or aerosol for inhalation from the application of a heating element, regardless of whether the liquid contains nicotine.
Vapor product retailers without a tobacco products distributor permit purchasing untaxed vapor products must obtain a vapor products distributor's permit and file tax returns. For additional information see Fact Sheet 3501. Pages 20 and 21.
- **Music Festivals.** Effective May 26, 2017, unaccompanied underage persons are allowed on the alcohol licensed premises of a music festival venue during an event with a projected attendance of at least 2,500 persons. Page 12.
- **Permit Listings.** The Department of Revenue (DOR) now publishes on its website lists of permittees from whom retailers may purchase beer, cigarettes, and tobacco. Go to www.revenue.wi.gov, click on Reports and then search "permit". Page 22.
- **False Information Penalty.** Effective July 1, 2018, a penalty of not more than \$1,000 may be imposed on any person who knowingly provides materially false information in an alcohol beverage, cigarette or tobacco product license or permit application. Page 8.

Applicable Laws and Rules

This document provides statements or interpretations of Wisconsin and federal laws and regulations enacted as of November 1, 2021. Laws enacted and in effect after this date, new administrative rules, and court decisions may change the interpretations in this document. Guidance issued prior to this date, that is contrary to the information in this document is superseded by this document, according to sec. 73.16(2)(a), Wis. Stats.

1. INTRODUCTION

This publication provides information about Wisconsin's alcohol beverage, tobacco, and vapor products laws that affect retailers. The information summarizes laws in chs. 125, 134, 139, and 945 Wis. Stats.

Municipal ordinances may also affect retailers. Contact your municipal clerk if you have questions about local ordinances.

2. DEFINITIONS

The following terms are used for purposes of this publication.

Adult – A person 18 years of age or older.

Alcohol Beverages – A statutory term which includes beer, wine, and liquor.

Beer – A fermented malt beverage under chapter 125, Wis. Stats.



Cider – An alcohol beverage obtained by fermentation of the juice of apples or pears that contains 0.5 to 7.0 percent alcohol by volume. "Cider" may be flavored, sparkling, and/or carbonated.

Class "A" Beer License – Authorizes the retail sale of beer in the original sealed containers for consumption off the licensed premises.

"Class A" Liquor License – Authorizes the retail sale of liquor, including wine and cider, in the original containers for consumption off the licensed premises.

"Class A" (Cider Only) License – Authorizes the retail sale of cider, but no other intoxicating liquor, in the original containers for consumption off the licensed premises

Class "B" Beer License – Authorizes the retail sale of beer for consumption on and off the licensed premises.

"Class B" Liquor License – Authorizes the retail sale of liquor by the glass for consumption on or off the licensed premises and, if allowed by municipal ordinance, in the original sealed container for off-premises consumption.

"Class C" Wine License – Authorizes the retail sale of wine by the glass for consumption on the licensed premises.

Intoxicating Liquor (or Liquor) – Alcohol beverages, except beer, containing 0.5% or more alcohol by volume, including wine.

Legal Drinking Age – 21 years of age.

Minor – A person under 18 years of age.

Painting Studio – An establishment primarily engaged in the business of providing to customers instruction in the art of painting that offers customers the opportunity to purchase food and beverage for consumption while they paint.

Provisional Retail License – Authorizes activities of a regular retail licenses for 60 days or until a regular license is issued, whichever is sooner.

Underage Person – A person who is not of legal drinking age.

3. MUNICIPAL RETAIL LICENSES

A. General

A license is a privilege granted by a municipality (city, village, or town) to a person (e.g., natural person, partnership, limited liability company, or corporation) that authorizes the sale of alcohol beverages for a specified time period. The governing body of the municipality may, but is not required to, issue retail liquor and beer licenses. The municipality may refuse to issue retail licenses if it uses good judgment and does not discriminate between applicants.

B. License Requirements

License requirements and who may issue them are provided by Wisconsin statute and established by ordinance. License requirements for all retail licenses and specific licenses follow.

(1) All Licenses

- **Face-to-Face Sales at Licensed Premises** – With limited exceptions, alcohol beverages may only be sold to consumers who are physically at the licensed premises. (secs. 125.272 and 125.51(6), Wis. Stats.)

Example: The following sales of alcohol beverages are prohibited because they were not made face-to-face with the consumer on the licensed premises:

- Customer phones Pizza Parlor, which holds a Class "B" beer license. Customer orders a pizza and a six-pack of beer for delivery to their home.
- A person calls Liquor Store and requests two half-barrels of beer delivered to their home.
- A home-delivery grocery service takes an internet order for the sale and delivery of wine and beer for a holiday party, receiving payment electronically.
- **Closing Hours** – Customers must leave the premises by the closing hour noted under the specific licenses below. Internal business operations, such as counting cash, cleaning, repairs, etc., may be done after hours, but licensees must prove that anyone on the premises after hours is there for these purposes.

Exceptions:

- Class "A" premises may remain open for the conduct of regular business but may not sell beer between 12 midnight and 6 a.m., or at any other time during which the sale of beer is prohibited by a municipal ordinance.
- The following businesses holding "Class B" and Class "B" licenses may remain open after closing hours noted below to conduct their regular business, although they may not permit consumption of, or sell, alcohol beverages after those closing hours:
 - ✓ Hotels and restaurants whose "principal business" is furnishing lodging and food to customers
 "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention, and floor space devoted to each business activity and by analyzing the sources of net income and gross income. The name, appearance, and advertising of the entity may also be considered if given less weight.
 - ✓ Bowling centers
 - ✓ Movie theaters
 - ✓ Painting studios
 - ✓ Indoor horseshoe-pitching facilities
 - ✓ Indoor golf and baseball facilities
 - ✓ Golf courses and clubhouses
 - ✓ Curling clubs
 - ✓ Racetrack grounds as defined in sec. 125.27(5)(a), Wis. Stats.

For determining closing hours, Daylight Saving Time begins at 2:00 a.m. the second Sunday in March and ends at 2:00 a.m. the first Sunday in November. Therefore:

- Clocks are set ahead one hour at 2:00 a.m. the second Sunday in March. Taverns must close at 3:30 a.m. Central Daylight Time on this date.
- On the first Sunday in November, the clocks are set back an hour at 2:00 a.m. Taverns must close at 2:30 a.m. Central Standard Time.
- **Licensed Premises Supervision** – Except in Class "A" beer premises between midnight and 6:00 a.m. (or any time when the sale of beer is prohibited by municipal ordinance), one of the following must be present on licensed premises during business hours:
 - Licensee
 - Person with an operator's or manager's license

- Adult member of licensee's immediate family (living in the licensee's household)
- Corporation's or limited liability company's agent
- Provisional operator's license holder

The holder must be enrolled in the responsible beverage server training course pending approval of the operator's license.

Note: "Immediate supervision" means the licensed person must be able to watch and supervise each unlicensed person's actions. The licensed person must be in the same room or area as the unlicensed person or near enough to see and talk to him or her.

An adult working under the immediate supervision of any of the above does not need an operator's license.

An operator's license is only valid in the municipality where it has been issued. It does not apply in other municipalities.

Licensees may be prosecuted for not having the required supervision on their premises.

- **Alcohol Beverage Seller/Server Training Course** – As a condition of licensing, applicants must successfully complete an approved alcohol beverage seller/server training course, unless the person:
 - Is renewing a retail or an operator's (bartender's) license
 - Was an agent within the last two years for a corporation or limited liability company that held a Class "A" beer, Class "B" beer, "Class A" liquor, "Class A" (cider only), "Class B" liquor, or "Class C" wine license
 - Held a retail license or an operator's or manager's license during the past two years
 - Completed an approved course within the past two years

Approved classroom and online courses are listed on the DOR's website at revenue.wi.gov; search "Alcohol Seller/Server."

- **Display Framed License** – All alcohol beverage licenses must be framed and displayed in the room where the licensed activity occurs. Anyone visiting the business should easily see the licenses. Any related permits and licenses (e.g., seller's permit) should be displayed with the alcohol beverage license.

(2) Provisional Retail License

- Issued by a designated municipal official only to a person applying for a Class "A" beer, Class "B" beer, "Class A" liquor, "Class B" liquor, or "Class C" wine licenses.
- Fee determined locally not to exceed \$15.
- Expires 60 days after issuance or when the person is issued a license, whichever occurs first.
- May be revoked and/or penalty imposed of not more than \$1,000 if issuing official discovers the holder knowingly provided false information in the application.
- "Class B" liquor license may not be issued if it would exceed the municipality's quota.
- Not more than one provisional retail license may be issued for each type of license applied for by the holder per year.

(3) Class "A" Beer License

- Authorizes the retail sale of beer in the original sealed containers for consumption off the licensed premises in any quantity.

- Beer sales are prohibited between 12 midnight and 6:00 a.m.
- Municipalities may further restrict sales hours by local ordinance.
- May give customers two free 3-ounce taste samples between 11:00 a.m. and 7:00 p.m.

(4) "Class A" Liquor License

- Authorizes the retail sale of liquor, including wine and cider, in the original containers for consumption off the licensed premises in any quantity.
- Intoxicating liquor sales are prohibited between 9:00 p.m. – 6:00 a.m.
- Municipalities may further restrict sales hours by local ordinance.
- Unless prohibited by municipal ordinance, may give customers two free 3-ounce taste samples of wine between 11:00 a.m. and 7:00 p.m.
- May give customers one free 0.5-ounce taste sample of intoxicating liquor, except wine, between 11:00 a.m. – 7:00 p.m.

(5) "Class A" (Cider Only) Liquor License

- Authorizes the retail sale of cider in the original containers for consumption off the licensed premises in any quantity.
- Issued only to persons holding a Class "A" beer license for the same premises.
- Unless prohibited by municipal ordinance, may give customers two free 3-ounce taste samples of cider between 11:00 a.m. and 7:00 p.m.

(6) Class "B" Beer License

- Authorizes the retail sale of beer for consumption on and off the licensed premises in any quantity. The premises must be closed between the following hours:
 - Monday through Friday – 2:00 a.m. to 6:00 a.m.
 - Saturday and Sunday – 2:30 a.m. to 6:00 a.m.
 - Second Sunday in March – 3:30 a.m. to 6:00 a.m.Closing is not required on New Year's Eve.
Municipalities may **not** further restrict the closing hours.
- Beer sales for off-premises consumption are prohibited between 12:00 midnight and 6:00 a.m. Municipalities may further restrict these sales hours by local ordinance.

(7) "Class B" Liquor License

- Authorizes the retail sale of liquor by the glass for consumption on or off the licensed premises.
- A single, open bottle of wine may be taken off the licensed premises if ordered with a meal, accompanied by a dated receipt, and re-corked prior to taking off the licensed premises.
- Wine may be sold in its original container, in any quantity, for on and off-premises consumption.
- Closing hours are the same as Class "B" beer license.

Exception: A winery that has a "Class B" (wine only) license issued under sec. 125.51(3)(am), Wis. Stats., must close between 9:00 p.m. and 8:00 a.m.

- A municipality may allow "Class B" licensees to make retail sales of intoxicating liquor for off-premises consumption. Check with your municipality to see if this is allowed.

(8) "Class C" Wine License

- Authorizes the retail sale of wine by the glass for consumption on the licensed premises.
- A single, open bottle of wine may be taken off the licensed premises if ordered with a meal, accompanied by a dated receipt, and re-corked prior to taking off the licensed premises.
- Closing hours are generally the same as Class "B" beer license.

4. OTHER LICENSES, PERMITS AND REGISTRATIONS

A. Seller's Permit

Every individual, partnership, corporation, or other organization that sells, leases, rents, or licenses tangible personal property (e.g., alcohol beverages), taxable services and other taxable products in Wisconsin must have a seller's permit, unless all sales are exempt from Wisconsin sales or use tax.

Example: A nonprofit organization's sales of tangible personal property, including alcohol beverages, taxable services, and other taxable products are exempt from Wisconsin sales or use tax as occasional sales if (1) its sales of taxable products do not occur on more than 75 days during the calendar year or taxable sales do not exceed \$50,000 for the calendar year, (2) entertainment at an admission event is not paid more than \$10,000, and (3) it does not hold a seller's permit. For more information about the occasional sales exemption for nonprofit organizations, see [Wisconsin Publication 206](#), Sales Tax Exemptions for Nonprofit Organizations,

The alcohol beverage license and seller's permit must be issued in the same legal name (see exception below). If the alcohol beverage license is issued to a partnership or corporation, the seller's permit must be also. A limited liability company's (LLC) alcohol beverage license must be in the LLC's legal name, not the trade name or owner's name.

Exception: If an alcohol beverage license is issued to an LLC, disregarded for income tax purposes, with a single member (owner), the LLC's seller's permit may be issued in the name of the single owner. If an LLC applies for an alcohol beverage license and furnishes a seller's permit that is not in the legal name of the LLC, the municipality should call DOR at (608) 266-2776 or email DORSalesandUse@wisconsin.gov to verify whether the seller's permit is valid for the LLC.

B. Federal Alcohol Dealer Registration

Before beginning business, every retail licensee must register as an alcohol dealer with the federal Department of Treasury, Alcohol and Tobacco Tax and Trade Bureau (TTB), using [Form 5630.5d](#). Once registered, any change to legal name, trade name, address, premises location, telephone number, business type, or FEIN should be reported before the subsequent July 1 using the same form.

5. PROHIBITED ACTIVITIES

A. Unlicensed Premises Sales

The sale of alcohol beverages at an unlicensed premises is prohibited (see sec. 125.06, Wis. Stats., for a list of exceptions).

"Sale," "sold," or "sell" includes the transfer, gift, barter, trade, exchange, or any shift, device, scheme, or other transaction to obtain alcohol beverages.

B. Sale to Other Licensees

Sales of alcohol beverages by an alcohol beverage licensee to another retail licensees for resale are prohibited.

Exception: If a licensed business is sold, it may transfer its sealed liquor, wine, and beer (alcohol beverage) inventory to another retail licensee in Wisconsin. Cigarettes and tobacco products may not be similarly transferred.

In place of invoices, list the entire sealed inventory of the stock transferred using Form AT 900, Alcohol Beverage Stock Transfer, available at revenue.wi.gov. Make a copy for the buyer and keep the original for your records. The buyer must keep the copy on its licensed premises for two years.

C. Sales to Intoxicated Persons

It is illegal to furnish alcohol beverages to an intoxicated person. The penalty for this violation is a fine of \$100 to \$500, imprisonment for not more than 60 days, or both.

D. Refilled Liquor Bottles

It is illegal to refill liquor bottles with any substance, even the same brand of liquor.

When a bottle is empty, deface its label. Break the bottle unless placed in a container marked "For Recycling Only."

E. Corkage Fees

If the restaurant has an alcohol beverage license, the only alcohol beverages allowed on the premises are those purchased by the restaurant from a permitted Wisconsin wholesaler. The retailer must have invoices from the wholesaler showing which products were purchased from the wholesaler.

Wisconsin alcohol beverage law does not permit "corkage fees." These fees, charged by restaurants, allow patrons to carry in their own alcohol beverages for consumption on the restaurant premises.

If the restaurant does not have an alcohol beverage license, consumption of alcohol beverages is prohibited. The restaurant owner can be criminally charged for allowing illegal consumption on the premises.

F. Giveaways

Giving away alcohol beverages or using any other device to evade the law relating to its sale is illegal. Examples of these illegal transactions at unlicensed premises include:

- A "free" drink with a meal
- A cover charge where mix is furnished at a price with "no charge" for liquor
- A "free" bottle of liquor tied to the sale of some other item

Violators may be fined not more than \$10,000 or imprisoned for not more than nine months, or both.

G. Minimum Markup



Alcohol beverages may not be sold at less than cost. Cost includes a presumptive 3% markup by wholesalers and 6% by retailers.

For questions on cigarette and tobacco products pricing and markup, contact the Wisconsin Department of Agriculture, Trade & Consumer Protection, Trade Practices, at (608) 224-4925 or (608) 224-4989.

6. UNDERAGE PERSONS AND MINORS

A. Entering Licensed Premises

No retail licensee may allow an underage person to enter any part of the licensed premises for any purpose unless an exception applies.

Retailers should demand proof of age of anyone entering the premises who appears to be under the legal drinking age. Customers may prove age with one of the following, if valid:

- Driver's license
- State ID card
- Military ID card
- U.S. passport
- ID card issued by a federally recognized American Indian tribe or band in Wisconsin
- Any other form of identification or proof of age acceptable to the licensee

DOR recommends anyone who has shown proof of legal drinking age to sign an ID register book if the person's age is in question. Record the date of purchase, the identification used, the address, and the signature of the purchaser in the book. The book should be kept on the premises and available for inspection by any peace officer. (sec. 125.07(7), Wis. Stats.)

Exceptions: An underage person may enter a licensed premises if the underage person is:

- Accompanied by their parent, guardian, or spouse of legal drinking age.
- Entering a Class "A" or "Class A" licensed premises to buy items other than alcohol beverages. The underage person may not stay on the premises after the purchase.
- An employee, resident, lodger, or boarder on the premises.
- Entering to do business other than amusement or the purchase or consumption of food and beverages.
- Entering to buy food in a restaurant whose "principal business" is serving food.
- Entering and remaining in a dance hall or banquet or hospitality room attached to a Class B licensed premises to attend a banquet, reception, dance, or similar event.
- Entering the following premises:
 - bowling center
 - car operated by a railroad
 - center for visual or performing art
 - curling club
 - drug store
 - movie theater
 - painting studio
 - private tennis or soccer club
 - racetrack licensed under ch. 562, Wis. Stats.
 - regularly established athletic field

- golf course or clubhouse
 - grocery store
 - hotel
 - indoor golf simulator facility
 - billiards center having 12 or more billiards tables (not coin-operated) eight feet or longer
 - county or municipally owned public facility as defined in sec. 125.51(5)(b), Wis. Stats.
 - indoor golf and baseball facility on premises holding a Class "B" license
 - indoor (at least 9 by 18 meters) or outdoor volleyball court
 - service station
 - ski chalet
 - stadiums
 - vessel
 - music festival venues with projected attendance of at least 2,500 persons
 - privately owned fish farm that provides recreational fishing opportunities to the public for a fee and is registered under sec. 95.60(3m) (alcohol sales less than 30%)
 - State Fair Park and concessions in state park or forest, or park owned by an agricultural society
- Entering a Class "B" beer or "Class B" liquor licensed premises:
 - to do business at an auction or flea market. In this case, the underage person may not enter any room where alcohol beverages are sold, furnished, or possessed
 - room where no alcohol beverages are sold, furnished, served, or consumed by anyone when the underage person is present

This applies only if the municipality adopts an ordinance allowing it. The local law enforcement agency must authorize, in writing, the presence of underage persons on the date of the authorization. A separate authorization is necessary for each date on which underage persons will be on the premises. (sec. 125.07(3)(a)(8), Wis. Stats.)
 - On a date specified by the license when no alcohol beverages are consumed, sold, or given away

The licensee, the agent named on the license (if a corporation), or a person with an operator's license must be on the premises unless all alcohol beverages are in locked storage. The licensee must notify the local law enforcement agency, in advance, when underage persons are on the premises. (sec. 125.07(3)(a)(10), Wis. Stats.)
 - At least 18 years old and working under a contract with a licensee, permittee, or corporate agent to provide entertainment for customers on the premises.
 - Acting as a designated driver on the premises of a temporary Class "B" (picnic) beer or "Class B" (wine only) licensee authorized to permit underage persons on the premises by the official or body of the municipality that issued the license.

The licensee must identify the underage person using a wristband or similar item while on the premises.

B. Verifying Identification and Age

(1) Reviewing ID Cards and Driver's Licenses

- Ask pertinent questions about the ID presented. For example, if an ID card is presented as proof of age, ask how the driving was on the way to the establishment. If the person was driving, ask to see his or her driver's license.
- Check the card's expiration date. Only valid proof of age should be accepted.
- Look for "Under 18" or "Under 21" feature on the card.

- Look for "duplicate" stamp on the card. If a duplicate, ask what happened to the original.
- If the card is a Real ID-compliant card, look for a star in the top right corner.
- Ask for additional documentation verifying his or her identity (e.g., credit, debit, or insurance card with their name). People with false IDs rarely carry backup documentation, but most people have several forms.
- Look for laser engraved personal information, signature, and other features unique to Wisconsin ID cards.
- Ask questions about information on the card, such as address, birth date, middle initial, or spelling of last name. If the person doesn't answer to your satisfaction, you may refuse service and ask that person to leave.
- Compare presented driver's license to yours. See (2) below for characteristics of a false ID card or driver's license.
- Use an ID Checking Guide, especially in areas with a heavy out-of-state population (colleges, tourist communities). Several commercial companies publish guides that picture all states' driver's licenses.

(2) False ID Card and Driver's License Characteristics

- Glue lines.
- Bumpy surfaces by the picture or birth date. Any surface area inconsistent with the rest of the ID usually indicates tampering.
- Overlay of reprinted numbers (and a shadowy or cloudy image). The ID card may have been opened to alter numbers.
- Missing spots on the state logo. A person who alters an ID may not pay attention to one of the most obvious clues on the card.
- Letters and numbers font type, color, and size; line spacing, or word and image placement may differ from valid ID cards and driver's licenses. How may digits for expiration and birth date? Are numbers consistent?
- Lack of security features (ultraviolet or micro printing). Use a blacklight and magnifying glass to check for security features.
- Reverse side is unfinished. Often a person altering an ID will spend significant time on reproducing an authentic-looking photo board but merely photocopy the reverse side. These are often blurred, a sure sign of photocopying.
- Weight or size is different. Bend the card, feel it. How does it feel compared to an authentic card? Does it measure the same?
- Colors vary from an authentic ID or license.
- Corners of the card are uneven and jagged rather than well-rounded and smooth. This is one of the best methods for detecting counterfeit cards.
- Shadows or glare on the picture or eye redness. Most driver licensing station cameras are set to avoid these problems.
- Laminate differs from authentic card or license. Is it clear or cloudy?

(3) Retaining Proof of Age

No person who holds a license or permit, and no employee of such a person, is civilly liable for retaining a document presented as proof of age. The document may be retained for a reasonable length of time . . . a good faith effort to (a) determine whether the person who presented the document is underage or (2) notify law enforcement of a suspected violation for carrying a false ID. (sec. 125.039, Wis. Stats.)

C. Possession by Underage Persons

An underage person may not possess alcohol beverages anywhere unless accompanied by a parent, guardian, or spouse of legal drinking age. This does not apply to underage persons employed by the following types of licensees or permittees, in the course of their employment:

- Brewers and brewpubs
- Beer wholesalers
- Liquor wholesalers
- Facilities producing alcohol fuel
- Retail licensees or permittees, under the provisions of secs. 125.32(2) and 125.68(2), Wis. Stats. (laws covering operator's licenses), or for delivery of unopened containers to the home or vehicle of a customer
- Campuses, if the underage person is at least 18 years of age and is under the immediate supervision of a person of legal drinking age

(sec. 125.07(4)(b) and (bm), Wis. Stats.)

D. Sales and Service to Underage Persons

An underage person accompanied by their parent, guardian, or spouse of legal drinking age may be sold or served alcohol beverages in any licensed premises, if allowed by the establishment. (sec. 125.07(1), Wis. Stats.)

E. Employing Minors

- Minors under 14 years old may not be employed where alcohol beverages are sold.
Exception: Minors 12 years or older may be employed at a business owned by their parent, even though beverages are sold.
- Minors 14 years or older (including minors that are 12 or 13 years old under the exception above) may be employed where alcohol beverages are stored, sold, or served if they are not serving, selling, dispensing, or giving away alcohol beverages, or acting as bouncers, crowd controllers, or identification checkers. This applies to all places licensed to sell alcohol beverages, including stores, service stations, bars, and restaurants.
- Minors may not be employed or appear as musicians, singers, performers, or dancers at roadhouses, dance halls, night clubs, taverns, or similar places, except:
 - Minors 16 or 17 years old may be employed or appear as musicians in a hall on Friday, Saturday, or any other day not followed by a school day, or before midnight on Sunday, if the hall was rented to celebrate a special event such as a wedding, holiday, birthday, or anniversary.
 - Minors may be employed or appear at dances held solely for minors that are conducted by private or civic organizations where admission is limited to the club membership or by club invitation and the general public is excluded.

(sec. 103.78, Wis. Stats., and sec. DWD 270, Wis. Adm. Code)



F. Other

- No one may falsely represent that they are of legal drinking age to ask for or obtain alcohol beverages in any licensed premises. (sec. 125.07(4), Wis. Stats.)
- No one may possess or consume alcohol beverages in a public, parochial, or private school, through 12th grade, or in a vehicle owned by, rented, or consigned to a school or while participating in a school activity, without the express, written permission of the school administrator (sec. 125.09(2), Wis. Stats.). Permission may not be given to underage persons.
- A licensed alcohol beverage retailer may bring a civil action against a person who violates the state's underage drinking law, if the following conditions are met:
 - The conduct must occur on the retailer's premises
 - The retailer must mail notice of the intent to bring action to the underage person or the underage person's parent, as applicable, at least 15 days prior to filing the action
 - The retailer must not have been convicted of, received a citation for, or been charged with a violation of the underage drinking law
 - The retailer must have reported the suspected conduct to law enforcement at or near the time when the conduct was first discovered

This provision does not apply if the underage person was employed by or assisting a law enforcement agency in carrying out enforcement to determine compliance with or investigating potential violations of the prohibition on underage persons in licensed premises. A retailer prevailing in the civil action shall be awarded \$1,000 in damages and the costs of bringing the civil action. (sec. 125.07(4)(f), Wis. Stats.)

G. Penalties

- **Entry** – Alcohol beverage licensees permitting unaccompanied underage persons to unlawfully enter the premises are subject to a forfeiture of not more than \$500. (sec. 125.07(3), Wis. Stats.)
- **Age Misrepresentation** – An unaccompanied underage person unlawfully entering a licensed premises or misrepresenting their age to obtain alcohol beverages is subject to a \$250 to \$500 forfeiture, suspension of motor vehicle operating privileges under sec. 343.30(6)(b)1, Wis. Stats., participation in a supervised work program, or a combination of these penalties.
- **Sale** – A person selling or furnishing alcohol beverages to an unaccompanied underage person is:
 - Required to forfeit not more than \$500 if the person has not committed a previous violation within 30 months of the violation
 - Fined not more than \$500 or imprisoned for not more than 30 days or both if the person has committed a previous violation within 30 months of the violation
 - Fined not more than \$1,000 or imprisoned for not more than 90 days or both if the person has committed 2 previous violations within 30 months of the violation
 - Fined not more than \$10,000 or imprisoned for not more than 9 months or both if the person has committed 3 or more previous violations within 30 months of the violation (sec. 125.07(1), Wis. Stats.)

If a violation occurs on a licensed premises and is detected by means of an undercover underage person employed by or assisting a law enforcement agency, only the individual responsible for providing the alcohol beverages to the underage person may be issued a citation for, or charged with, the violation.

- **School Possession** – Anyone unlawfully possessing or consuming alcohol beverages on a school premises, in a school vehicle, or while participating in a school activity is subject to a forfeiture of not more than \$200 (sec. 125.09(2)(d), Wis. Stats.)

Exception: A disposition in the proceedings against an underage person is provided by secs. 125.07(4)(c) and (d) and 938.344, Wis. Stats.

- **License Holder Violations** – The alcohol beverage license of any person committing a violation of sec. 125.07(1), Wis. Stats., must be suspended for:
 - Not more than 3 days if a second violation is committed within 12 months of a previous violation.
 - Not less than 3 days nor more than 10 days if a third violation is committed within 12 months of two previous violations.
 - Not less than 15 days nor more than 30 days if a fourth violation is committed within 12 months after committing three other violations.
- **False Identification Provided to Underage Person** – Anyone other than a person authorized by secs. 125.085 or 343.50, Wis. Stats., who makes, alters, or duplicates an official identification ("ID") card, provides an official ID card to an underage person, or knowingly provides other documentation to an underage person claiming that the underage person is of legal drinking age may be fined not less than \$300 nor more than \$1,250 or imprisoned not less than ten days nor more than thirty days, or both.

If violated for money or other consideration, the person is guilty of a Class I felony.
- **False Identification by Underage Persons** – Any underage person who does any of the following may be penalized. For a first violation, a \$300 to \$1,250 forfeiture, suspension of the person's driving privileges, participation in a supervised work program, or any combination of these penalties.
 - Intentionally carries an official ID card not legally issued to him or her, an official ID card obtained under false pretenses, or an official ID card which has been altered or duplicated to give false information.
 - Makes, alters, or duplicates an official ID card.
 - Gives false information in applying for an official ID card.
 - Intentionally carries an ID card or other documentation showing that he or she is of legal drinking age, knowing that the documentation is false.
 - Provides to another underage person an official ID card or other documentation claiming that the other underage person is of legal drinking age, knowing that the documentation is false.

7. RECORDKEEPING

A. Invoices

Every licensed retailer must keep paper or electronic copies of all purchase invoices for alcohol beverages on the licensed premises for two years from the date of the invoice. Invoices should be kept in chronological order and be available for inspection during all reasonable hours. (sec. 139.11(1), Wis. Stats.)

B. Identification Register

DOR recommends that every licensee keep an identification (ID) register. Record the identity of a person who alleges they are:

- Legal drinking age.
- Underage person's parent, guardian, or spouse and of legal drinking age.

Include the date of purchase, type of identification used, address, and signature of the person. Verify the signatures in the book and on the person's ID match.

(sec. 125.07(7), Wis. Stats.)



A "Proof of Age Register" or "Identification Register Book" may be purchased from:

- Tavern League of Wisconsin, 2817 Fish Hatchery Road, Fitchburg, WI, 53713-5005, phone: (608) 270-8591, website: tlw.org.
- Wisconsin Grocers Association, 10 West Mifflin, Ste. 205, Madison, WI, 53703, phone: (608) 244-7150, website: wisconsin-grocers.com.

8. OTHER ALCOHOL BEVERAGE INFORMATION

A. Payment for Alcohol Beverages

A licensee may only buy liquor or beer for cash or on credit terms for a period not to exceed:

- Beer - 15 days
- Liquor - 30 days

A licensee in debt to a wholesaler beyond the above time periods may not purchase alcohol beverages from the wholesaler. A person may not be issued a license if he or she exceeds these limits.

B. Nonalcohol Beverages

Beverages that contain less than 0.5% alcohol by volume are not alcohol beverages regulated by ch. 125, Wis. Stats. Therefore, nonalcohol (NA) "beer," and mocktails may be sold in the same manner as water and sodas (e.g., regardless of age).

These beverages should not be confused with those labeled "low alcohol" (LA), which generally contain 3.2% alcohol, and are regulated by ch. 125, Wis. Stats.

C. Temporary Class "B" and "Class B" Licenses

Temporary Class "B" beer and "Class B" wine only licenses (picnic licenses) are short-term authorizations that allow the following organizations to make retail sales of alcohol beverages at a particular picnic or similar gathering, at a meeting of the post, or during a fair:

- bona fide clubs and chambers of commerce
- county or local fair associations or agricultural societies
- churches, lodges, or societies that have been in existence for at least 6 months before the date of application
- posts of veterans' organizations

Temporary licenses may also be issued to authorize a "wine walk" or "beer walk." This is a single day event at which customers are served a glass of beer or wine at multiple locations (e.g., jewelry stores, art galleries, clothing boutiques, salons, furniture stores, etc.) during shopping visits.

(1) Requirements

Requirements that apply to other alcohol beverage licensees also apply to Temporary "Class B" wine and Temporary Class "B" beer licensees, including:

- Licensed operators (person's holding an operator's license, also known as a "bartender's license") serving the wine or beer and/or supervising serving wine or beer.

- Temporary operator's licenses may be issued to persons employed by or donating services to the qualified organization for the event. A person may hold two temporary operator's licenses per year.
- Licensees must purchase all wine and beer from liquor or beer wholesalers and breweries/brewers authorized to self-distribute to retail licensees.

Form AT-315, Application for Temporary Class "B" / "Class B" Retailer's License, is submitted by the qualifying organization to the municipality to apply for a Temporary Class "B" beer or Temporary "Class B" wine license. Applicants for a wine walk or beer walk should attach to the application a list of participating locations and premises descriptions or submit a separate application for each location participating in the event.

(2) Wine Walk

A municipality may issue to the same qualified organization up to 20 Temporary "Class B" wine licenses for the same date and time. The qualified organization is the licensee and sponsor of the single-day, multiple-location event. The following requirements apply:

- Admission fees must be charged for participation in the event and no additional fees may be charged for service of alcohol beverages at the event
- Municipalities may authorize the licensee to permit unaccompanied underage persons on the licensed premises if the underage person is a designated driver and is identified by the licensee (e.g., wristband)
- No person may serve wine after 9:00 p.m. on the licensed premises
- Qualified organizations may receive Temporary "Class B" (wine) licenses for up to two events during a 12-month period
- Municipalities are limited to 2 wine walks within any 12-month period.

(3) Beer Walk

A municipality may issue to the same qualified organization an unlimited number of Temporary Class "B" beer licenses for the same date and time. The qualified organization is the licensee and sponsor of the single-day, multiple-location event. The following requirements apply:

- Admission fees must be charged for participation in the event and no additional fees may be charged for service of alcohol beverages at the event
- Municipalities may authorize the licensee to permit underage persons on the licensed premises
- Sales for off-premises consumption must end by midnight, or earlier if required by municipal ordinance
- Municipalities may charge up to \$10 for each Temporary Class "B" beer or Temporary "Class B" wine license issued for the single-day, multiple-location event.

D. Inspection of Licensed Premises

Licensed premises may be inspected by law enforcement officers during all reasonable hours, including business hours. All rooms connected to the barroom, sales room, or storage area may be inspected as part of the licensed premises. Refusing to permit an inspection is grounds for revocation or suspension of the license. (sec. 139.08(4), Wis. Stats.)

Alcohol beverages, cigarettes, tobacco products, and personal property identified in violation of the statutes may be seized.

9. CIGARETTE AND TOBACCO PRODUCTS

A. Definitions

- Cigarette – any roll of tobacco wrapped in paper or any substance other than tobacco.
- Nicotine Product – a product that contains nicotine and is not any of the following:
 - tobacco product
 - cigarette
 - product approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose that is marketed and sold solely for the approved purpose.
- Tobacco products – include:
 - cavendish
 - cheroots
 - cigars
 - fine cut and other chewing tobaccos
 - granulated, plug cut, crimp cut, ready-rubbed, and other smoking tobacco
 - periques
 - plug and twist tobacco
 - refuse scraps, clippings, cuttings and sweepings of tobacco and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking
 - shorts
 - snuff flour
 - snuff, including moist snuff
 - stogies

"Tobacco products" does not include cigarettes, as defined under sec. 139.30 (1m).

B. Licenses

A license from a municipality is required to directly or indirectly sell, expose for sale, possess with intent to sell, or give away any cigarettes or tobacco products in any manner or upon any pretense or by any device.

The following provisions apply:

- **Training** – Retailers are required to provide training to employees whose duties include the sale of cigarettes, tobacco products, or nicotine products. The training must be an approved program by the Department of Health Services.
- **Inspection / Confiscation** – Licensed premises may be inspected by law enforcement officers during all reasonable hours, including business hours. Refusal to permit inspection is punishable by fine, imprisonment, or both.

All cigarettes or tobacco products kept in violation of the laws and all personal property used in connection is subject to seizure.

- **Recordkeeping** – Every licensed retailer must keep purchase invoices for cigarettes and tobacco products on the licensed premises for two years from the date of the invoice. Invoices should be kept in chronological order and be available for inspection during all reasonable hours. (sec. 134.65(4), Wis. Stats.)

C. Purchases

Retailers must purchase cigarettes and tobacco products from a manufacturer, distributor or jobber who holds a valid permit from DOR. If a retailer purchases tobacco products from an out-of-state company that does not have a permit from DOR, the retailer must obtain a distributor permit from DOR.

D. Sales

- **Certified Manufacturers and Brands** – Only cigarettes and Roll-Your-Own (RYO) tobacco products in Directory of Certified Tobacco Manufacturers and Brands on the Wisconsin Department of Justice's website (www.doj.state.wi.us) may be sold to Wisconsin consumers. Products not listed cannot be sold or possessed for sale after the date shown on the directory. Wholesalers and retailers that possess for sale, or sell, products in violation are subject to confiscation of that product and/or fines, forfeitures and revocation of their permits.
- **Minimum Markup** – The unfair Sales Act, commonly referred to as the Minimum Markup Law" (sec. 100.30), provides that tobacco products, including cigarettes, may not be sold at less than cost. Cost includes a presumptive 3% markup by wholesalers and presumptive 6% markup by retailers. The Wisconsin Department of Agriculture, Trade & Consumer Protection (DATCP) administers the Unfair Sales Act. For questions on cigarette and tobacco products pricing or markup, contact DATCP Trade Practices staff at (608) 224-4925 or (608) 224-4989.
- **Single Cigarettes** – Federal law prohibits sales of cigarette packages containing fewer than 20 cigarettes, including single cigarettes, known as "loosies." No retailer may sell individual cigarettes.

E. Underage Persons

- **Sales to Underage Persons** – According to federal law (21 USC 387f(d)(5)), no retailer may sell or give away cigarettes, tobacco products, or nicotine products (including electronic cigarettes containing nicotine) to someone under 21 years of age.
- **Possession of Cigarettes/Tobacco Products/Nicotine Products by Minors** – A person under 18 years of age may possess cigarettes/tobacco products/nicotine products for the sole purpose of resale in the course of employment during their working hours if employed by a licensed retailer. (sec. 254.92(2), Wis. Stats.)

10. VAPOR PRODUCTS

A. Definitions

- **Vapor product** – a noncombustible product that produces vapor or aerosol for inhalation from the application of a heating element, regardless of whether the liquid or substance contains nicotine.
- **Distributor** – any person:
 - engaged in the business of selling vapor products in Wisconsin who brings, or causes to be brought, into Wisconsin from outside Wisconsin any vapor products for sale
 - who makes, manufactures or fabricates vapor products in Wisconsin for sale in Wisconsin
 - located and selling vapor products in another state who ships or transports vapor products to Wisconsin retailers for sale by those retailers

Note: A distributor includes a retailer that makes sales of untaxed vapor products in Wisconsin which are brought into Wisconsin from another state.

B. Permit

Distributors of vapor products that do not currently hold a tobacco distributor permit must apply for a permit by completing Form CTP-129, Cigarette-Tobacco/Vapor Products Permits Application. (sec. 139.79, Wis. Stats.)

Retailers that bring untaxed vapor products into Wisconsin for sale to consumers must obtain a tobacco distributor permit.

Wisconsin retailers should review the Wisconsin Tobacco Products Permit Listing at revenue.wi.gov for purchasing vapor products from businesses that hold a Wisconsin tobacco and vapor products distributor's permit.

C. Taxes

An excise tax is imposed on vapor products received by distributors in Wisconsin.

The tax is imposed on the sale, offering or exposing for sale, possession with intent to sell or removal for consumption or other disposition for any purpose of vapor products. The tax rate is 5 cents per milliliter of the liquid or other substance based on the volume listed by the manufacturer and at a proportionate rate for any other quantity or fractional part.

The vapor products tax is reported electronically using Form TT-100, Wisconsin Distributor's Tobacco and Vapor Products Tax Return, and supporting schedules.

11. VIDEO GAMBLING

The operation of video gambling machines is a violation of Wisconsin law.

A gambling machine is a contrivance which, for a consideration, affords the player an opportunity to obtain something of value, the award of which is determined by chance, even though accompanied by some skill and whether the prize is automatically paid by the machine. (sec. 945.01(3), Wis. Stats.)

A "gambling machine" does not include any of the following:

- A device used in conducting a bingo occasion or raffle event under ch. 563, Wis. Stats., used in conducting a lottery under ch. 565 or used in conducting a race under ch. 562.
- Any amusement device if it rewards the player exclusively with one or more non-redeemable free replays for achieving certain scores and does not change the ratio or record the number of the free plays so awarded.
- An amusement device involving skill, if it rewards the player exclusively with merchandise contained within the amusement device proper and limited to prizes, toys and novelties, each having a wholesale value which is not more than seven times the cost charged to play the amusement device once or \$5, whichever is less.

"Skill" means, within an opportunity provided for all players fairly to obtain prizes or rewards of merchandise, a player's precision, dexterity or ability to use his or her knowledge which enables him or her to obtain more frequent rewards or prizes than does another less precise, dexterous or knowledgeable player.

A. Enforcement

- **DOR** – Only a DOR special agent certified as a law enforcement officer may investigate or enforce video gambling violations on premises of persons holding "Class B" liquor and/or Class "B" beer licenses with or fewer video gambling machines.
- **Municipalities** – Cities, towns, and villages have the authority to prohibit by ordinance all forms of gambling and to seize anything devised solely for gambling or used for gambling. Local law enforcement investigates and enforces these ordinance violations.

(sec. 175.38, Wis. Stats.)

B. Violations

- Having five or fewer video gambling machines on a Class B premises may result in the following:
 - Seizure of the machines
 - Seizure of money in the machines
 - Forfeiture of \$500 per machine per incident
- Having more than five video gambling machines on a Class B premises, or any number of video gambling machines on any other licensed or unlicensed premises, is a felony.

The licensee may be arrested by a DOR special agent or a law enforcement officer of the jurisdiction where the arrest is made.

(sec. 945.03(2m), Wis. Stats.)

C. Taxes

The sales price from admissions for access to illegal video gambling machines are subject to Wisconsin sales tax and the net income is subject to Wisconsin income or franchise tax. The sales, lease, or rental of the machines is subject to Wisconsin sales and use tax.

DOR conducts audits of both machine operators and Class B establishments for income or franchise and sales and use tax compliance.

For more information about Wisconsin taxes on video gaming receipts, see [Wisconsin Tax Bulletin 209](#), page 5.

12. RESOURCES**A. Wholesale Permit Holders List**

Alcohol beverage, cigarette, and tobacco and vapor products retailers must purchase alcohol beverages, cigarettes, and tobacco, and vapor products only from permitted Wisconsin wholesalers. Alcohol beverage retailers may also purchase from permitted self-distributing brewers or brewpubs.

The following lists of wholesalers holding permits issued by DOR can be found at revenue.wi.gov:

- [Wisconsin Liquor Permit Listing](#)
- [Wisconsin Fermented Malt Beverage Permit Listing](#)
- [Wisconsin Cigarette Permit Listing](#)
- [Wisconsin Tobacco/Vapor Products Permit Listing](#)

B. Published Guidance

DOR has publications, fact sheets, newsletters, and answers to common questions that provide additional information about alcohol beverages, cigarette, tobacco, and vapor products. These resources can be found at:

- Alcohol Beverage: <https://www.revenue.wi.gov/Pages/AlcoholBeverage/home.aspx>
- Cigarette, Tobacco, and Vapor Products: <https://www.revenue.wi.gov/Pages/Businesses/Tobacco.aspx>

C. Alcohol Beverage News

Sign up to receive email updates from DOR. Go to revenue.wi.gov, search for "subscribe" and sign up for Alcohol Beverage News.

D. DOR Assistance

If you are unable to find an answer to your questions about the Wisconsin alcohol beverage, cigarette, or tobacco and vapor products laws, visit the DOR's website, email, write, or call:

Visit our website . . . revenue.wi.gov

Email. . . DORAlcoholTobaccoEnforcement@wisconsin.gov

Write . . . Wisconsin DOR
P.O. Box 8933
Madison, WI 53708-8933

Telephone. . . (608) 264-4573

City of Franklin
Class A and B Licenses
6/30/2022-7/01/2023

Class	License No.	DBA	Company Name	Agent Name	Business Address
ALB	22-0819	7-Eleven	Dairyland Retail Group LLC	Elizabeth Evans	7610 W Rawson Ave
ALB	22-0820	Andy's On Ryan Rd	Ryan Fuel LLC	Kavita Khullar	5120 W Ryan Rd
ALB	22-0839	CVS Pharmacy #5390	Wisconsin CVS Pharmacy, LLC	Richard Verdoni	5220 W Rawson Ave
ALB	22-0840	Discount Cigarettes & Liquor	Andyone Inc.	Sunny Patel	6507A S 27th St
ALB	22-0841	Franklin Liquor Store	New Liquor & Food, Inc.	Gurjeet Singh	8305 S 27th St
ALB	22-0850	Kwik Trip #287	Kwik Trip, Inc.	Jill Le Claire	5040 W Rawson Ave
ALB	22-0851	Kwik Trip #857	Kwik Trip, Inc.	Andrew Wichmann	10750 W Speedway Dr
ALB	22-0857	Mann Liquor & Indian Grocery	Nerankar, LLC	Vinder Kumar	7158 S 76th St
ALB	22-0862	Midtown Gas & Liquor	Jujhar, LLC	Hardip Singh Bhatti	11123 W Forest Home Ave
ALB	22-0867	Pick 'n Save #6431	Mega Marts, LLC	Mark Waraksa	7780 S Lovers Lane Rd
ALB	22-0868	Pick 'n Save #6360	Ultra Mart Foods, LLC	Ricky Kloth	7201 S 76th St
ALB	22-0877	Sam's Club #8167	Sam's East, Inc.	Tiffany Jones	6705 S 27th St
ALB	22-0878	Sendik's Food Market	Sendik's Franklin, LLC	Theodore Balistreri	5200 W Rawson Ave
ALB	22-0882	Target Store T-2388	Target Corporation	Daniel Olsen	7800 S Lovers Lane Rd
ALB	22-0887	Walgreens #05459	Walgreen Co.	Kayla Priebe	9909 W Loomis Rd
ALB	22-0885	Walgreens #05884	Walgreen Co.	Brian Hilber	9527 S 27th St
ALB	22-0886	Walgreens #15020	Walgreen Co.	Elaine Blumreiter	7130 S 76th St
ALB	22-0888	Walmart #1551	Wal-Mart Stores East, LP	Heather Burns	6701 S 27th St
BB	22-0829	Crossroads II Pizza & Subs	M Squared, Inc.	Michael Falk	11357 W St Martins Rd
BB	22-0858	Marcus Showtime Cinema	Marcus Cinemas of Wisconsin, LLC	David Metz	8910 S 102 St
BB	not yet issued	Splatter Paint Studio	Splatter Paint Studio LLC	Sajja Randolph	11217 W Forest Home #2
BBC	22-0847	India Palace	Dhiman, LLC	Deepak Dhiman	7107 S 76th St
BBC	22-0856	Lovers Lane Sushi and Seafood Buffet	Lower Lane Buffet, Inc.	Jingduan Jiang	6514 S Lovers Lane Rd
BBC	22-0880	Sweet Basil	Sweet Basil MKE LLC	Kenneth Sithy	6509 S 27th St
BLB	22-0822	Bowery Bar & Grill	The Bowery, LLC	Roger Hein	3023 W Ryan Rd
BLB	22-0823	Buckhorn Bar & Grill	Christopher Matecki (Individual Owner)	Christopher Matecki	9461 S 27th St



BLB	22-0824	Casa Di Giorgio	RLGIDJ, Inc.	ReX Idrizi	3137 W Rawson Ave
BLB	22-0826	Chili's Grill & Bar	Brinker Restaurant Corporation	Alexandra Mather	6439 S 27th St
BLB	22-0827	Country Lanes Bowling Center	Country Lanes Bowling LLC	Kevin Meier	11231 W Forest Home Ave
BLB	22-0828	Croatian Park	*Federation of Croatian Societies, Inc.	Josip Veber	9100 S 76th St
BLB	22-0842	Green Tea Garden	M & W Leung, LLC	May Leung	7236 S 76th St
BLB	22-0843	Hampton Inn & Suites	*F & E, LLC	Jefferson Calimlim	6901 S 76th St
BLB	22-0845	Hideaway Pub & Eatery	Franklin Food & Beverage LLC	Frank Orcholski	9643 S 76th St
BLB	22-0846	Honey Butter Café	Pantheon of Wisconsin, Inc.	Debbie Koutromanous	7221 S 76th St
BLB	22-0848	Irish Cottage	Irish Cottage of Franklin LLC	Jenny Jennings	11433 W Ryan Rd
BLB	22-0849	Iron Mike's	JAX on 27th, LLC	William Rushman	6357 S 27th St
BLB	22-0854	Landmark, The	The Landmark of Franklin, LLC	Lori Beth Knaack-Helm	11401 W Swiss St
BLB	22-0855	Little Cancun Restaurant	Little Cancun LLC	Veronica Cervera	7273A S 27th St
BLB	22-0958	Luxe Golf/Dog Haus/The Bricks	*BPC Golf Entertainment LLC	Thomas Johns	7065 S Ballpark Dr
BLB	22-0859	Michaelangelo's Pizza	Robley Tech, Inc.	Dennis Rau	8330 W Puetz Rd
BLB	22-0863	Milwaukee Burger Company	*Hudson Burger, LLC	Ralph Hornaday	6421 S 27th St
BLB	22-0864	Mimosa	Enthusiast Approved LLC	Apostolos Evreniadis	9405 S 27th St
BLB	22-0865	Mulligan's Irish Pub & Grill	B. S. T. LLC	Brian Francis	8933 S 27th St
BLB	22-0866	On the Border	H, B & H, LLC	Gerald C Hay	10741 S 27th St
BLB	22-0869	Point After Pub & Grille	Point After, LLC	Darrel Malek	7101 S 76th St
BLB	22-0870	Polish Center of Wisconsin	Polish Heritage Alliance, Inc	Jeffrey Kuderski	6941 S 68th St
BLB	22-0871	Polonia Sport Club	Polonia Sports Club Incorporated	Irene Hawkinson	10200 W Loomis Rd
BLB	22-0872	Rawson Pub	Rawson Pub, Inc	Steve Schweitzer	5621 W Rawson Ave
BLB	22-0873	Rock Snow Park	*Rock Snow Park, LLC	Michael Schmitz	7011 S Ballpark Dr
BLB	22-0874	The Rock Sports Complex	The Rock Sports Complex, LLC	Thomas Johns	7005 S Ballpark Dr
BLB	22-0875	Romey's Place	Romey's Place, LLC	Nathan Fabry	7508 S North Cape Rd
BLB	22-0876	Root River Center	Root Group LLC	David Church	7220 W Rawson Ave
BLB	22-0879	Staybridge Suites (Milw Airport South)	*Franklin Hotel Company LLC	Vicki Jessen	9575 S 27th St

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APPROVAL DDG	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/18/2022
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated September 30th and October 2, 2022 through October 13, 2022, Nos 189685 through Nos 189845 in the amount of \$ 2,614,998 70 Also included in this listing are EFT's Nos 5111 through EFT Nos 5121, EFT Nos 319(S) through 320(S), Library vouchers totaling \$ 2,241 50 and Water Utility vouchers totaling \$ 18,099 05

Included in this listing is payment to Knight Barry Title Inc in the amount of \$ 1,507,651 26 for land purchase which was approved at the Council meeting on October 4, 2022

Early release disbursements dated September 30, 2022 through October 12, 2022 in the amount of \$ 2,002,420 62 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

There were no property tax distributions

The net payroll dated October 7, 2022 is \$ 429,507 59, previously estimated at \$ 426,000 Payroll deductions dated October 7, 2022 are \$ 234,748 23, previously estimated at \$ 245,000

The estimated payroll for October 21, 2022 is \$ 445,000 with estimated deductions and matching payments of \$ 470,000

Approval to release payment to The State of Wisconsin for the Environmental Improvement Fund interest payment in the amount of \$ 167,841 44 on October 27, 2022

Approval to release payment to Crossroads Pizza for lunch for the Health and Wellness Fair in the amount of \$ 229 25

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 13, 2022 in the amount of \$ 2,614,998 70 and
- Payroll dated October 7, 2022 in the amount of \$ 429,507 59 and payments of the various payroll deductions in the amount of \$ 234,748 23, plus City matching payments and
- Estimated payroll dated October 21, 2022 in the amount of \$ 445,000 and payments of the various payroll deductions in the amount of \$ 470,000, plus City matching payments and
- Approval to release payment to The State of Wisconsin in the amount of \$ 167,841 44 and
- Approval to release payment to Crossroads Pizza in the amount of \$ 229 25

ROLL CALL VOTE NEEDED