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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY JULY 2, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- G. 1. A Resolution in Ratification of a Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting in Person and the Availability of a Quorum for the Meeting.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of June 18, 2024.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
  - 2. Post-Event Review of ROC Ventures Tacos & Tequila and Phase Fest 2024.
  - 3. An Ordinance to Amend §15-3.0433 of the Unified Development Ordinance, Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) to allow for a Welcome Center and changes to the Healing Garden and Nature Trails at the Conservancy for Healing and Heritage (Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, Applicant) (6941 S. 68th Street).
  - 4. A Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2023.
  - 5. A Resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a Certified Survey Map upon property located at 11607 W. Ryan Road (Boomtown, LLC, property owner).
  - 6. A Resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map upon property located at 11607 W. Ryan Road (Boomtown, LLC, property owner).
  - 7. Authorize the Professional Services Agreement between the City of Franklin and

Common Council Meeting Agenda

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- Konica Minolta Business Solutions USA – All Covered, Inc. to provide external and internal penetration testing and reporting services – Funded by Account No. 01-0144-5299.
8. Federal Emergency Management Agency's Floodplain Insurance Rate Maps (FIRM) and City of Franklin Floodplain Ordinance.
  9. Federal Emergency Management Agency's Floodplain Violation Resolution Program Update.
  10. City of Franklin's Community Development Block Grant Program Projects for 2025.
  11. An Ordinance to Amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 8661 "Religious Organizations" to allow such use as a Permitted Use in the B-4 South 27th Street Mixed Use Commercial District and CC City Civic Center District, and as a Special Use in the OL-2 General Business Overlay District and P-1 Park District, as well as Unclassified Use "Church or other place of Worship" as a Permitted Use in the B-4 District, CC District, I-1 Institutional District, as well as a Special Use in the OL-2 District and P-1 Park District (City of Franklin, Applicant).
  12. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the General Fund to Transfer \$5,933 of Contingency Appropriations to Fire Department Building Maintenance Systems Appropriations for unplanned facility repairs at Fire Station 1 and 3.
  13. Request Common Council authorization to utilize unrestricted contingency funds for unplanned emergency facility repairs at Fire Station 1 and 3.
  14. A Resolution to "Certify a Non-Traditional Project Administration and Delivery for the Puetz Pathway (Wisconsin Department of Transportation Project ID 2976-04-01/71)" for a Pathway Project along W. Puetz Road from W. St. Martins Road to S. 76th Street
  15. Results from the Department of Public Works Sale of Surplus Vehicles and Equipment.
  16. A Resolution to Award 2024 Department of Public Works expansion at 7979 W. Ryan Road (TKN 896 9990 001) to Camosy Incorporated in the Amount of \$2,827,700.00.
  17. Establish 2024 Trick or Treat.
  18. Motion to authorize the Director of Health and Human Services to accept the Division of Public Health Consolidated Contract to continue funding health department grants.
  19. Amendment to the authorization for the Director of Health and Human Services to execute a contract with Metro Sound & Video for the 2024 Health Wing AV System project to change the insurance provisions and to add contractor contact and project start date information.
  20. February 2024 Monthly Financial Report.
  21. Authorize Staff to add the Roth option to two additional 457(b) plans already offered by the City of Franklin.
  22. March 2024 Monthly Financial Report.
  23. A Resolution to Submit a Non-Participating Letter to Wisconsin Department of Transportation for utility adjustments and installation of a pathway along STH 100 (W. Ryan Road) from S. 60th Street to W. St. Martins Road, in the Amount of

\$1,482,100.

24. Approve revisions to the Personnel Committee Administrative Rules and Procedures to allow for employee participation at Personnel Committee meetings.
25. A Resolution to Award Amendment 1 to Applied Technologies, Inc for construction related services for the Lovers Lane water transmission mains and elevated water storage tank in the amount of \$157,250.
26. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and collection costs and expenses and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and collection costs and expenses and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
27. Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the propert(ies) at the southwest corner of S. Oakwood Park Drive and W. Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of S. Oakwood Park Drive and W. Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
28. Public Records Related to Common Council Consideration of Code of Conduct Complaints and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection. 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 public records in relation thereto and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, 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 July 2, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

**Common Council Meeting Agenda**

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**J. Adjournment.**

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

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

**REMINDERS:**

July 4	City Hall Closed-Fourth of July	
July 9	Special Common Council Meeting	6:00 p.m.
July 16	Common Council	6:30 p.m.
July 18	Plan Commission	6:00 p.m.
August 6	Common Council Meeting	6:00 p.m.

<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b> July 2, 2024</p>
<p align="center"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p align="center">A Resolution in Ratification of A Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting</p>	<p align="center"><b>ITEM NUMBER</b>  G.1.</p>

Attached is a copy of the above-entitled Resolution, and the Mayoral Proclamation.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution in Ratification of A Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting.

RESOLUTION NO. 2024-\_\_\_\_\_

**A RESOLUTION IN RATIFICATION OF A PROCLAMATION TO AUTHORIZE THE REMOTE ATTENDANCE OF AN ALDERPERSON AT COMMON COUNCIL MEETINGS UPON TEMPORARY HEALTH CIRCUMSTANCES PERTAINING TO THE ALDERPERSON NOT ALLOWING FOR PHYSICAL MOBILITY TO ATTEND THE MEETING IN PERSON AND THE AVAILABILITY OF A QUORUM FOR THE MEETING**

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WHEREAS, there is a regularly scheduled Common Council meeting on July 2, 2024, on which date there is a vacancy in the Office of an Alderperson, and another Alderperson is not able to attend, and Alderperson Mike Barber is not able to physically attend in person due to a recent orthopedic surgery; and

WHEREAS, the Mayor, as the Presiding Officer of the Common Council, under the foregoing circumstances, issued a Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting; and

WHEREAS, the Common Council having considered the recent current circumstances of Alderperson Barber’s current health related temporary inability to physically attend a meeting, and the need for the Common Council to meet and the current circumstances with regard to having a quorum of the Common Council in attendance, and the public interest in addressing the subject matters currently awaiting review and decision by the Common Council; and the Common Council having recognized that the Proclamation is in effect for the July 2, 2024 meeting for process purposes at the commencement of the July 2, 2024 Common Council meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the action of the Mayor of the City of Franklin in issuing a Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting, as it applies to the July 2, 2024 meeting, and the terms and provisions of the Proclamation, be and the same are hereby ratified and confirmed, and the terms and provisions of the Proclamation are incorporated herein, and it is recognized that the Proclamation was in effect for the July 2, 2024 meeting for process purposes at the commencement of the July 2, 2024 Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

A PROCLAMATION TO AUTHORIZE THE REMOTE ATTENDANCE OF AN  
ALDERPERSON AT COMMON COUNCIL MEETINGS UPON TEMPORARY HEALTH  
CIRCUMSTANCES PERTAINING TO THE ALDERPERSON NOT ALLOWING FOR  
PHYSICAL MOBILITY TO ATTEND THE MEETING IN PERSON AND THE  
AVAILABILITY OF A QUORUM FOR THE MEETING

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WHEREAS, there is a regularly scheduled Common Council meeting on July 2, 2024, on which date there is a vacancy in the Office of an Alderperson, and another Alderperson is not able to attend, and Alderperson Mike Barber is not able to physically attend in person due to a recent orthopedic surgery; and

WHEREAS, having considered the recent current circumstances of Alderperson Barber's current health related temporary inability to physically attend a meeting, and the need for the Common Council to meet and the current circumstances with regard to having a quorum of the Common Council in attendance, and the public interest in addressing the subject matters currently awaiting review and decision by the Common Council, and also that there may be needs for Special Common Council meetings in addition to the regularly scheduled meetings; and

WHEREAS, under the foregoing circumstances, as the Presiding Officer of the Common Council, I hereby determine that it is necessary to authorize the remote attendance at Common Council and Special Common Council meetings by Alderperson Mike Barber until his temporary physical inability to attend the meetings has cured and ended.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin and the staff of City government, hereby declare, as follows:

1. Due to Alderperson Mike Barber's current temporary physical inability to attend Common Council and Special Common Council meetings in person, I hereby authorize the remote attendance at such meetings by Alderperson Barber until his temporary physical inability to attend the meetings has cured and ended.
2. I may rescind this Proclamation notwithstanding the foregoing provision 1., upon the occurrence of circumstances not existing or known at this time, and for which there would be a reasonable basis in the interest of the public and proper governmental process.
3. This Proclamation shall be in full force and effect upon the date of the execution hereof, full force and effect including at the commencement of any forthcoming Common Council or Special Common Council meeting.

Dated this 27th day of June, 2024.

  
John R. Nelson, Mayor



CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
JUNE 18, 2024  
MINUTES

- ROLL CALL                    A.        The regular meeting of the Franklin Common Council was held on June 18, 2024, and was called to order at 6:31 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Craig. Excused was Alderman Barber. Also, in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
- CITIZEN COMMENT            B.        Citizen comment period was opened at 6:34 p.m. and was closed at 7:09 p.m.
- MINUTES  
JUNE 4, 2024                C.1.     Alderman Holpfer moved to approve the minutes of the Regular Common Council Meeting of June 4, 2024, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.
- CDA APPOINTMENT-  
ALD. EICHMANN            E.        Alderwoman Day moved to approve the appointment of Alderwoman Eichmann to the Community Development Authority to serve the remainder of Alderman Holpfer’s term, commencing on July 1, 2024 and serving until April 14, 2025. Seconded by Alderman Hasan. All voted Aye; motion carried.
- APPOINT ALD.  
EICHMANN TO  
ENGAGE FRANKLIN  
BOARD                    G.1.     Alderman Craig moved to confirm Alderwoman Eichmann to the Engage Franklin Board. Seconded by Alderwoman Day. All voted Aye; motion carried.
- RES. 2024-8164  
SALE OF GENERAL  
OBLIGATION  
PROMISSORY NOTES  
\$1,980,000                G.7.     Alderman Holpfer moved to adopt Resolution No. 2024-8164, A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$1,980,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.
- ORD. 2024-2622  
AMEND § 15-3.0443 OF  
UNIFIED  
DEVELOPMENT ORD.  
FOR FENCING  
REQUIREMENT  
REVISION                G.2.     Alderwoman Day moved to adopt Ordinance No. 2024-2622, AN ORDINANCE TO AMEND §15-3.0443 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 38 (MILWAUKEE COUNTY PARKS DEPARTMENT/HUNGER TASK FORCE) TO REVISE FENCING REQUIREMENTS (MILWAUKEE COUNTY - DPRC, APPLICANT/PROPERTY OWNER) (9000 S. 68TH ST.). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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- BIKE RODEO DONATIONS                    G.3.     Alderman Holpfer moved to approve acceptance of 2024 Bike Rodeo monetary donations in the amount of \$3,750.00. Seconded by Alderman Eichmann. All voted Aye; motion carried.
- METRO SOUND & VIDEO CONTRACT AUTHORIZATION                    G.4.     Alderwoman Eichmann moved to approve the execution of the Metro Sound & Video contract for the 2024 Health Wing Audio-Visual (AV) System project. Seconded by Alderwoman Day. All voted Aye; motion carried.
- RES. 2024-8165 TRAFFIC SIGNAL 51<sup>ST</sup> & S PRESERVE WAY CONSTRUCTION SERVICES                    G.5.     Alderman Hasan moved to adopt Resolution No. 2024-8165, A RESOLUTION FOR AMENDMENT 1 TO RASMITH, INC. TO PROVIDE CONSTRUCTION RELATED SERVICES FOR THE TRAFFIC SIGNAL AT S. 51ST STREET AND S. PRESERVE WAY FOR \$8,000. Seconded by Alderwoman Eichmann. On roll call, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Craig voted Aye, Alderman Holpfer voted No. Motion carried. (4-1-1)
- RES. 2024-8166 CITY PUBLIC SIDEWALK CONSTRUCTION COLLEGE AVE TO 35<sup>TH</sup> ST                    G.6.     Alderman Hasan moved to adopt Resolution No. 2024-8166, A RESOLUTION FOR THE CONSTRUCTION OF A CITY PUBLIC SIDEWALK IN MILWAUKEE COUNTY RIGHT-OF-WAY ALONG THE SOUTH SIDE OF W. COLLEGE AVENUE (CTH ZZ) FROM 3709 W. COLLEGE AVE. TO S. 35TH ST. Seconded by Alderwoman Eichmann. On roll call, Alderman Craig, Alderman Hasan, Alderwoman Eichmann and Alderman Holpfer voted Aye, Alderwoman Day voted No. Motion carried. (4-1-1)
- RES. 2024-8167 PERMANENT WATERMAIN EASEMENTS S 100<sup>TH</sup> ST AND S LOVERS LN RD                    G.8.     Alderwoman Eichmann moved to adopt Resolution No. 2024-8167, A RESOLUTION TO ACQUIRE PERMANENT WATERMAIN EASEMENTS FROM A PORTION OF THE PROPERTIES ON 0 S. 100TH STREET (TKN 840-9984-000) AND ON 0 S. LOVERS LANE ROAD (TKN 840-9982-003). Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8168 AWARD WATERMAIN PROJECT TO VINTON CONSTRUCTION CO                    G.9.     Alderman Holpfer moved to adopt Resolution No. 2024-8168, A RESOLUTION TO AWARD THE CONSTRUCTION OF A WATERMAIN PROJECT ALONG S. LOVERS LANE FROM W. ST. MARTINS ROAD TO 8120 S. LOVERS LANE (CONTRACT C) WATER TRANSMISSION MAIN TO VINTON CONSTRUCTION COMPANY IN THE AMOUNT OF \$663,460.50, upon receipt and review of the Statement of Qualifications by the City or review and approval by an Applied Technologies representative serving the City on the project. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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- RES. 2024-8169  
AWARD ELEVATED  
STORAGE TANK  
CONTRACT TO  
LANDMARK  
STRUCTURES I, LP
- G.10. Alderwoman Eichmann moved to adopt Resolution No. 2024-8169, A RESOLUTION TO AWARD LANDMARK STRUCTURES I, LP CHANGE ORDER NO. 2 FOR ELEVATED WATER STORAGE TANK (CONTRACT B) AT 8120 S. LOVERS LANE RD. (TKN 801-9986-000) IN THE AMOUNT OF \$8,138. Seconded by Alderwoman Day. All voted Aye; motion carried.
- TID 2023 RESULTS  
AND ANALYSIS
- G.11. Alderman Holpfer moved to accept the 2023 Annual TID results and analysis and place on file. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES 2024-8170  
WE ENERGIES  
STREET LIGHT  
CONVERSION TO LED  
LIGHTS
- G.12. Alderman Hasan moved to adopt Resolution No. 2024-8170, A RESOLUTION TO AUTHORIZE WE ENERGIES TO TRANSFER ONE EXISTING LED STREET LIGHT TO A NEW POLE AND TO CONVERT TWO HIGH PRESSURE SODIUM LIGHTS TO LED LIGHTS FOR THE TOTAL COST OF \$0.00. Seconded by Alderman Craig. All voted Aye; motion carried.
- RES 2024-8171  
INSURANCE  
MODIFICATION TO  
CLARK DIETZ  
CONTRACT FOR 2024  
SUMP PUMP PROJECT
- G.13. Alderwoman Eichmann moved to adopt Resolution No. 2024-8171, A RESOLUTION TO MODIFY INSURANCE REQUIREMENTS IN AMENDMENT 1 TO CONTRACT WITH CLARK DIETZ, INC. FOR CONSTRUCTION SERVICES RELATED TO THE 2024 SUMP PUMP PROJECT. Seconded by Alderman Hasan. All voted Aye; motion carried.
- FILLING VACANCY  
IN FIRST  
ALDERMANIC DIST
- G.14. Alderman Hasan moved to accept letters from residents interested in filling the First District Aldermanic position created by the resignation of Alderman Holpfer (effective June 30, 2024), and that the deadline for filing letters of intent with the Director of Clerk Services/City Clerk be 4:30 p.m. on July 1, 2024, with interested residents listed for presentations at a Special Common Council meeting on July 9, 2024 at 6:00 p.m. Seconded by Alderman Craig. All voted Aye; motion carried. Alderman Holpfer abstained. (4-0-1-1)
- ORD. 2024-2623  
CAPITAL  
IMPROVEMENT FD  
TO PROVIDE \$181,551  
AND THE  
DEVELOPMENT FD  
TO PROVIDE \$112,562  
FOR WISDOT  
PROJECT OF W.  
LOOMIS RD  
PATHWAY
- G.15. Alderman Holpfer moved to adopt Ordinance No. 2024-2623, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE \$181,551 OF CAPITAL IMPROVEMENT APPROPRIATIONS AND THE DEVELOPMENT FUND TO PROVIDE \$112,562 OF ADDITIONAL PARK IMPACT FEE EXPENDITURE APPROPRIATIONS FOR THE WISDOT PROJECT OF A PATHWAY ON W. LOOMIS ROAD (STH 36) FROM W. ST. MARTINS ROAD (STH 100) TO W. RAWSON AVE. (CTH BB). Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

CLOSED SESSION  
POTENTIAL  
DEVELOPMENT AT  
3303 W. OAKWOOD  
RD

G.16 Alderwoman Eichmann moved to enter closed session at 7:56 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at 3303 W. Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:15 p.m., no action taken.

CLOSED SESSION  
POTENTIAL  
DEVELOPMENT AT S.  
OAKWOOD PARK DR  
AND W. RYAN RD

G.17 Alderman Holpfer moved to enter closed session at 8:17 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of S. Oakwood Park Drive and W. Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:42 p.m., Alderman Holpfer moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

LICENSES AND  
PERMITS

H.1 Alderwoman Eichmann moved to approve the following licenses of the Special License Committee Meeting of June 11, 2024:

Grant 2024-25 Class B Combination License to: Franklin Food & Beverage LLC, DBA The Hideaway Pub & Eatery, Frank Orcholski, Agent, 9643 S 76th St; Pantheon of Wisconsin Inc, DBA Honey Butter Café, Debbie Koutromanous, Agent, 7221 S 76th; Robley Tech, Inc, DBA Michaelangelo's Pizza, Dennis Rau, Agent, 8330 W Puetz Rd; Enthusiast Approved LLC, DBA Mimosa, Apostolos Evreniadis, Agent, 9405 S 27<sup>th</sup> St; St Martins Inn, LLC, DBA Wegner's St Martins Inn, Dennis Wegner, Agent, 11318 W St Martins Rd;

Grant 2024-25 Class B Combination Entertainment & Amusement License to: Irish Cottage of Franklin LLC, DBA Irish Cottage, Jenny Jennings, Agent, 11433 W Ryan Rd; Jax on 27<sup>th</sup> LLC, DBA Iron

Mike's, William Rushman, Agent, 6357 S 27<sup>th</sup> St; B S T LLC, DBA Mulligan's Irish Pub & Grill, Brian Francis, Agent, 8933 S 27<sup>th</sup> St; H, B & H, LLC, DBA On The Border, Gerald Hay, Agent, 10741 S 27<sup>th</sup> St; Point After, LLC, DBA Point After Pub & Grille, Darryl Malek, Agent, 7101 S 76<sup>th</sup> St; Polish Heritage Alliance Inc, DBA Polish Center of Wisconsin, Jeffrey Kuderski, Agent, 6941 S 68<sup>th</sup> St; Polonia Sport Club Inc, DBA Polonia Sport Club, Richard Rabiega, Agent, 10200 W Loomis Rd; Rawson Pub, Inc, DBA Rawson Pub, Steven Schweitzer, Agent, 5621 W Rawson Ave;

Grant 2024-25 Class B Combination Entertainment & Amusement License Pending All State & Local Regulations to: The Landmark of Franklin LLC, DBA Landmark, Lorie Beth Knaack-Helm, Agent, 11401 W Swiss St; Little Cancun LLC, DBA Little Cancun Restaurant, Veronica Cervera, Agent, 7273A S 27<sup>th</sup> St; R & C Pub & Grub LLC, DBA Swiss Street Pub & Grill, Chrystal Rausch, Agent, 11430 W Swiss Street;

Grant 2024-25 Reserve Class B Combination, Entertainment & Amusement Pending All State & Local Regulations to: BPC Golf Entertainment LLC, DBA Luxe/Dog Haus/The Bricks, Thomas Johns, Agent, 7065 S Ballpark Dr; Rock Snow Park, LLC, DBA Rock Snow Park, Riley May, Agent, 7011 S Ballpark Dr; Dadaswami Hospitality LLC, DBA Staybridge Suites Milwaukee Airport South, Violetta Reaves, Agent, 9575 S 27<sup>th</sup> St;

Grant 2024-25 Reserve Class B Combination License to Hudson Burger, LLC, DBA Milwaukee Burger Co., Jessica Cullen, Agent, 6421 S 27<sup>th</sup> St;

Grant 2024-25 Class B Combination, Entertainment & Amusement, Drive-In Movie Theater Pending All State & Local Regulations to ROC Ventures, LLC, DBA Rock Sports Complex, Thomas Johns, Agent, 7005 S Ballpark Drive;

Hold 2024-25 Class B Combination License for Appearance to Romey's Place LLC, DBA Romey's Place, Nathan Fabry, Agent, 7508 S North Cape Rd;

Hold 2024-25 Class B Combination, Entertainment & Amusement, Bowling License for Appearance to Root Group LLC, DBA Root River Center, David Church, Agent, 7220 W Rawson Ave;

Grant 2024-25 Class B Combination, Country Club, Entertainment & Amusement License to Tuckaway Country Club, DBA Tuckaway Country Club, Joel Voisin, Agent, 6901 W Drexel Ave;

Grant 2024-25 Operator License to: Claire Chesner, Zachary Cummings, Lisa Fallico, Erich Haefer, Brian Hoffman, Robert Hovance, Brady Ihrcke, Jessica Jacobi, Michael Wichman Jr; Judith Burbey, Sydney Churchill, Marcus Drewek, Shane Jaskie, Elizabeth Karampelas, Harpreet Kaur, Bradley Mazur, Anthony Megna, Eva Menzia, Zackary Niesen, Lisa Oliver, Amy Ottaviani, Laura Perez, Christine Rozewicz, Catherine Smith, Jennifer Stankowski, Nicole Stankowski, James Talaska, Jennifer Teske, Kathryn Theis, Katelyn

Thousand, William Tietjen, Isabellla Tolf, Theofania Topetztes, Tiffany Torres, Raven Trammell, Stacie Trippler, Anja Ubiparipovic, Katiana Valle, Nicolet Valle, Kathleen Varga, Lisa Vazquez-Rodriguez; Mato Veber, Jazmin Vespalec, Amrit Virk, Simran Virk, Salma Wahhab, Kathleen Wegner, Michael Williams, Sydney Wills, Julie Wiltzius, Matthew Wisniewski, Raquel Zaleski, Alyssa Zastrow, Charleen Zinda, Keith Ziolkowski;

Grant 2024-25 Operator License to Melissa Waulters Pending Update to Application; and

Grant 2023-24 & 2024-25 Operator License to: Kayla Corona, Alec Gilbert, Oskar Gonzalez, Emily Hagmayer, Clarissa Tiedke;

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

H.2 Alderman Craig moved to approve the following licenses of the License Committee Meeting of June 18, 2024:

Grant 2024-25 Class B Combination, Entertainment & Amusement, License to Romey's Place LLC, DBA Romey's Place, Nathan Fabry, Agent, 7508 S North Cape Rd;

Grant 2024-25 License to Justin Hoffman, Christina Burzynski, Alisha Garcia, Holly Desjardin, Nicholas Itsines Jr, Kenneth Keefer, Kristen Menzel, Richard Newumann, Corey Robinson, Joanna Shebesta, Ann Thaler, Maren Wendt;

Grant 2023-24 & 2024-25 Operator License to Brandan Brugger, Amber Helm, Harley Ruosch-Nielsen, Kathleen Ochandategui;

Grant 2024-25 Class B Combination, Entertainment & Amusement, Bowling License to Root Group LLC, DBA Root River Center, David Church, Agent, 7220 W Rawson Ave;

Grant 2024-25 Day Care License Pending All State & Local Regulations to Cadence Education, LLC, DBA Kids Connection of Rawson, 3130 W Rawson Ave, Kathryn Kooi;

Grant 2024-25 Day Care License to: Kindercare Education LLC, DBA KinderCare, 6350 S 108 St, Theresa Castronovo; TLE @ Franklin-Drexel Ave LLC, DBA The Learning Experience, 9651 W Drexel Ave, Jane Winchell; and

Notify Antoine Williams for ability to appear and respond at the next common council meeting regarding substantially related criminal convictions, WI State Statute §111.335 (4).

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

VOUCHERS AND  
PAYROLL

I. Alderman Holpfer moved to approve City vouchers with an ending date of June 13, 2024, in the amount of \$ 1,983,049.54 and payroll dated June 14, 2024 in the amount of \$ 488,476.83 and payments of the various payroll deductions in the amount of \$ 272,529.35, plus City matching payments and estimated payroll dated June 28, 2024 in the

amount of \$ 475,000 and payments of the various payroll deductions in the amount of \$ 500,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 8:56 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  7/2/2024</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>ROC Ventures Tacos &amp; Tequila and Phase Fest Post-Event Review</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  <b>G.2.</b></p>

**BACKGROUND**

ROC Ventures hosted two concerts: Tacos & Tequila on Saturday, June 22, and Phase Fest on Sunday, June 23. A sound check was held on Friday, June 21, to determine the dBA for these two events. The limit set was 65 dBA for 10 seconds. The following is post-event information from our Franklin Fire Department (FFD) and Franklin Police Department (FPD). Some information from Tacos & Tequila in 2023 has been provided as a point of comparison.

**EMERGENCY MEDICAL SERVICE CALLS - (FFD)**

**2023**

**Tacos and Tequila (Saturday, 9/16/2023)**

**Calls for Service: 8**

**Patients Transported to the Hospital: 4**

**Mutual Aid Received: from Greenfield, Greendale, and Hales Corners FD**

**2024**

**Tacos and Tequila (Saturday, 6/22/2024)**

**Calls for Service: 6**

**Patients Transported to the Hospital: 2**

**Mutual Aid Received: None**

**Phase Fest (Sunday, 6/23/2024)**

**Calls for Service: 2**

**Patients Transported to the Hospital: 2**

**Mutual Aid Received: None**

In 2023, FFD did not have EMS personnel standing by at the concert venue, and all of the resources and personnel responded from the city's fire stations at the request of the private event EMS provider at Franklin Field. At times, the multiple calls for service at the concert significantly depleted Franklin's on-duty fire and EMS resources. Mutual aid paramedic units from neighboring jurisdictions responded to assist.

In 2024, FFD assigned five (5) personnel to the event to provide a commanding officer in the unified command post, on-site Advanced Life Support (ALS), and first response to the parking lot, roadways, and other areas outside the fenced perimeter of Franklin Field. Working in concert with the private event EMS provider, personnel at the event could provide a fast-initial response and limit the number of resources pulled from Franklin fire stations. Additionally, there were no requests for mutual aid assistance related to the concert events.

**PRELIMINARY REPORT OF POLICE ACTION - FRANKLIN POLICE DEPARTMENT (FPD)**

**2023**

**Tacos and Tequila (Saturday, 9/16/2023)**

**Noise Complaints: 18 (made by 15 different callers between 12:40 pm-10:50 pm)**

Several callers were Greendale and Hales Corners residents)

**Arrests: 0**

No arrests were made on or near the Rock Sports Complex grounds during the event.

**Ejections:** Officers escorted several attendees from the property at the request of event security.

**Medical Rescue: 9**

Calls for medical assistance were handled by the FFD or other local fire agencies through Mutual Aid. Four of the nine calls were for intoxication.

\*\*\*Curtis Ambulance was contracted on-site to handle medical concerns on the ROC grounds; their call numbers are unknown/unreported.

**Parking Complaints: 2**

Complaints were reported on the ROC grounds by staff but were gone on the officer's arrival. One complaint was about people parking in the Pick-N-Save lot; no FPD action was taken as it was not correctly posted. No citations were issued for parking complaints.

**2024**

**Tacos and Tequila (Saturday, 6/22/2024)**

**Noise Complaints:** 8 (6 complaints made to PD and 2 complaints made online to City Hall)  
Complaints received by the police department occurred between 1610 hours - 2021 hours.  
ROC representative Christ Conley advised at 1619 hours.

**Arrests: 2**

1. Milwaukee County Sheriff - OWI
2. Franklin Police - Disorderly Conduct - While Armed (VIP parking lot after the event)

**Ejections: 5**

**Phase Fest (Sunday, 6/23/2024)**

**Noise Complaints:** 25 (19 complaints made to FPD and 6 complaints made online to City Hall)  
Complaints received by FPD occurred between 1554 hours and 2127 hours.  
The nature of complaints varied from loud music to obscenities being shouted by performers and concert attendees.  
ROC representative Christ Conley advised at 1554 hours.

**Arrests: 0**

**Ejections: 1**

**RECOMMENDATION**

A motion acknowledging receipt of this post-event review and placing it on file or as the Council deems appropriate.

MAYOR – JRN

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/02/24
REPORTS & RECOMMENDATIONS	<p align="center"><b>AN ORDINANCE TO AMEND §15-3.0433 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC. – POLISH COMMUNITY CENTER) TO ALLOW FOR A WELCOME CENTER AND CHANGES TO THE HEALING GARDEN AND NATURE TRAILS AT THE CONSERVANCY FOR HEALING AND HERITAGE (CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR, APPLICANT) (6941 SOUTH 68TH STREET)</b></p>	<p align="center">ITEM NUMBER</p> <p align="center">G.3.</p> <p align="center">Ald. Dist. 2</p>

At its June 20, 2024 meeting, the Plan Commission recommended approval of an ordinance to amend Section 15-3.0433 of the Unified Development Ordinance Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) to allow for construction of a proposed accessory structure to include office and additional event space, new trail segments, and other additions to the Conservancy development, resulting in resulting in Site Plan changes and an application for a Site Plan for consideration by the Plan Commission concurrent herewith, upon property located at 6941 South 68th Street and adjoining area(s).

**COUNCIL ACTION REQUESTED**

A motion to adopt Ordinance No. 2024-\_\_\_\_\_ approving an ordinance to amend Section 15-3.0433 of the Unified Development Ordinance Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) to allow for a welcome center and changes to the Healing Garden and Nature Trails at the Conservancy for Healing and Heritage (Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, applicant) (6941 S. 68<sup>th</sup> Street and adjoining area(s))

## ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO AMEND §15-3.0433 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC. – POLISH COMMUNITY CENTER) TO ALLOW FOR A WELCOME CENTER AND CHANGES TO THE HEALING GARDEN AND NATURE TRAILS AT THE CONSERVANCY FOR HEALING AND HERITAGE (CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR, APPLICANT) (6941 SOUTH 68TH STREET)

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WHEREAS, §15-3.0433 of the Unified Development Ordinance provides for and regulates Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), same having been created by Ordinance No. 99-1552 and later amended by Ordinance Nos. 04-1825; 13-2122, 19-2378, 19-2382, and 20-2441, such District being located at 6941 South 68th Street, bearing Tax Key No. 743-8978-006; and

WHEREAS, Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) includes those lands legally described as follows:

Outlot 1 of Certified Survey Map numbered 7544 recorded in the office of the Register of Deeds for Milwaukee County, more particularly described as follows; That part of the Northwest 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 all in the Southwest 1/4 of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and the State of Wisconsin.

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 3; ALONG THE WEST LINE OF THE SOUTHWEST 1/4; THENCE S 00°25'13" E 1954.77 FEET; THENCE N 89°26'56" E 150.00 FEET TO THE POINT OF BEGINNING; THENCE N 30°53'12" E 72.99 FEET; THENCE N 49°45'23" E 660.73 FEET; THENCE S 40°14'37" E 273.00 FEET; THENCE N 49°45'23" E 745.30 FEET; THENCE N 28°52'15" E 169.64 FEET; THENCE N 38°44'29" E 694.82 FEET; THENCE N 69°05'25" E 159.08 FEET; THENCE N 89°43'14" E 314.16 FEET; THENCE N 53°59'48" E 250.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET; THENCE S 00°16'46" E ALONG SAID RIGHT OF WAY LINE 344.91 FEET TO THE NORTH LINE OF SAINT PETER'S CEMETERY; THENCE S 89°43'14" W ALONG SAID NORTH LINE 217.80 FEET TO THE WEST LINE OF SAINT PETER'S CEMETERY; THENCE S 13°41'01" E ALONG SAID WEST LINE 449.83 FEET TO THE SOUTH LINE OF SAINT PETER'S CEMETERY; THENCE S 89°43'14" E ALONG SAID SOUTH LINE 113.52 FEET TO THE

WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET; THENCE S 00°16'46" E ALONG SAID RIGHT OF WAY LINE 911.03 FEET; THENCE S 89°26'56" W 283.60 FEET; THENCE N 00°16'46" WEST 60.00 FEET; THENCE S 89°26'56" W 855.17 FEET; THENCE S 00°21'00" E 622.34 FEET TO THE NORTH RIGHT OF WAY LINE OF RAWSON AVENUE; THENCE S 89°26'56" W ALONG SAID RIGHT OF WAY LINE 63.32 FEET; THENCE N 00°21'00" W 622.34 FEET; THENCE S 89°26'56" W 94.88 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE S 00°21'00" E ALONG SAID WEST LINE 1.06 FEET; THENCE S 89°26'56" W 1179.95 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM LOT 1 AND LOT 2 AS SHOWN ON SAID CERTIFIED SURVEY MAP NUMBERED 7544. SAID PARCEL CONTAINS 1587764 SQUARE FEET, 36.450 ACRES, MORE OR LESS; and

WHEREAS, Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, having petitioned for a further amendment to Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), to allow for construction of a proposed accessory structure to include office and additional event space, new trail segments, and other additions to the Conservancy development, resulting in resulting in Site Plan changes and an application for a Site Plan for consideration by the Plan Commission concurrent herewith, upon property located at 6941 South 68th Street and adjoining area(s); and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 20th day of June, 2024, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

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

SECTION 1:           §15-3.0433B.1.b. of Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to read as follows:

b. A bell tower, gazebo, improved pedestrian path around Koepmier Lake, soccer field, picnic areas and other landscaped passive recreational amenities, and as approved by the City in 2024, office and additional event space, new trail segments, and other additions to the Conservancy development, which shall be located and constructed, and appear as respectively depicted upon and pursuant to those plans and site plan City date-stamped June 7, 2024 on file in the Office of the City Planning Department, all accessory to the use permitted under subsection B.1.a above, all subject to prior Site Plan Approval by the Plan Commission, and additional minor site changes to the Healing Garden may be allowed pursuant to the Site Plan Amendment provisions set forth in §15-7.0100 of the City of Franklin Unified Development Ordinance.

SECTION 2: The proposed Welcome Center at the Conservancy for Healing and Heritage shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

SECTION 3: Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, successors and assigns and any developer of the Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

SECTION 4: All other applicable terms and provisions of §15-3.0433 Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Welcome Center at the Conservancy for Healing and Heritage project, and all terms and provisions of §15-3.0433 Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

SECTION 5: 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 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 7: 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 \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



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



Meeting of June 20, 2024

**Minor Planned Development District Amendment  
and Site Plan Amendment**

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**RECOMMENDATION:** The Planning Department recommends approval of this Minor Planned Development District amendment and Site Plan Amendment, subject to the proposed conditions.

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**Project Name:** Conservancy for Healing and Heritage Welcome Center

**Property Owner:** Conservancy for Healing and Heritage Inc.

**Applicant:** Susan A. Rabe

**Property Address/Tax Key Number:** 6941 S 68TH ST / 743 8978 006

**Aldermanic District:** District 2

**Agent:** Susan A. Rabe

**Zoning District:** Planned Development District 28

**Use of Surrounding Properties:** PDD 28 (north and east)  
PDD 37 (west),  
B-2 General Business (south)

**Application Request:** MPDDa and SPa for new building.

**Staff Planner:** Marion Ecks, AICP

---

**INTRODUCTION/HISTORY:**

The Conservancy for Healing and Heritage, Inc. has previously received approval (Ordinance No. 2013-2122) to amend the Polish Community Center Planned Development District (PDD) No. 28 to allow development of a healing garden with native plants, a chapel. The project included a public educational trail connecting the healing garden, neighboring hospital, Koepmeir Lake, the chapel, and the Polish Community Center, to one another.

The applicant is requesting, with agreement from the Department of City Development staff, that the Plan Commission and Common Council determine the proposed amendment to be a Minor Amendment. Major PDD Amendments are typically reserved for changes to the exterior boundaries of a PDD or major changes of use.

The PDD Minor Amendment is intended to allow for the additional accessory structure to serve as a welcome center and offices for the Conservancy. The Site Plan Amendment is intended to approve the site changes.

**PROJECT ANALYSIS**

The property is zoned PDD 28, and is home to a chapel, surrounded by a healing garden comprised of a number of trails, gazebos, benches, and native plantings, as well as a water feature, an



observation deck, and a number of other accessory structures such as art works, shrines, etc. located both east and west of the chapel.

### **Site Plan**

The applicant is proposing an approximately 1,668 square foot “welcome center” and related amenities, and to refresh some plantings on site. The single-story structure will include offices, restrooms, event space, and a 204 square foot deck looking north into the woods. It will connect via a paved walkway to existing paths.

The development complies with the dimensional requirements of the PDD, which allows for reduced setbacks along the south property line. The current Unified Development Ordinance does not have specific architectural standards but instead requires that a development harmonize with the surrounding area; the proposed building echoes the materials and design of the existing chapel. The facility uses shared parking with Ascension Wisconsin under an operating agreement.

The application complies with the requirements of the UDO for Site Plans and site design.

### **Natural Resources and prior NRSE**

The PDD includes woodlands, wetlands, and Koepmeir Lake. The applicant has previously obtained approval of a Natural Resource Special Exception (NRSE) on September 3, 2019 to allow for the construction of trails and a pier within the lake, and a conservation easement exists on the site. NRSE approvals do not expire. The proposed development does not impact additional natural resources, and so a new NRSE is not required.

### **Recommended Conditions of Approval**

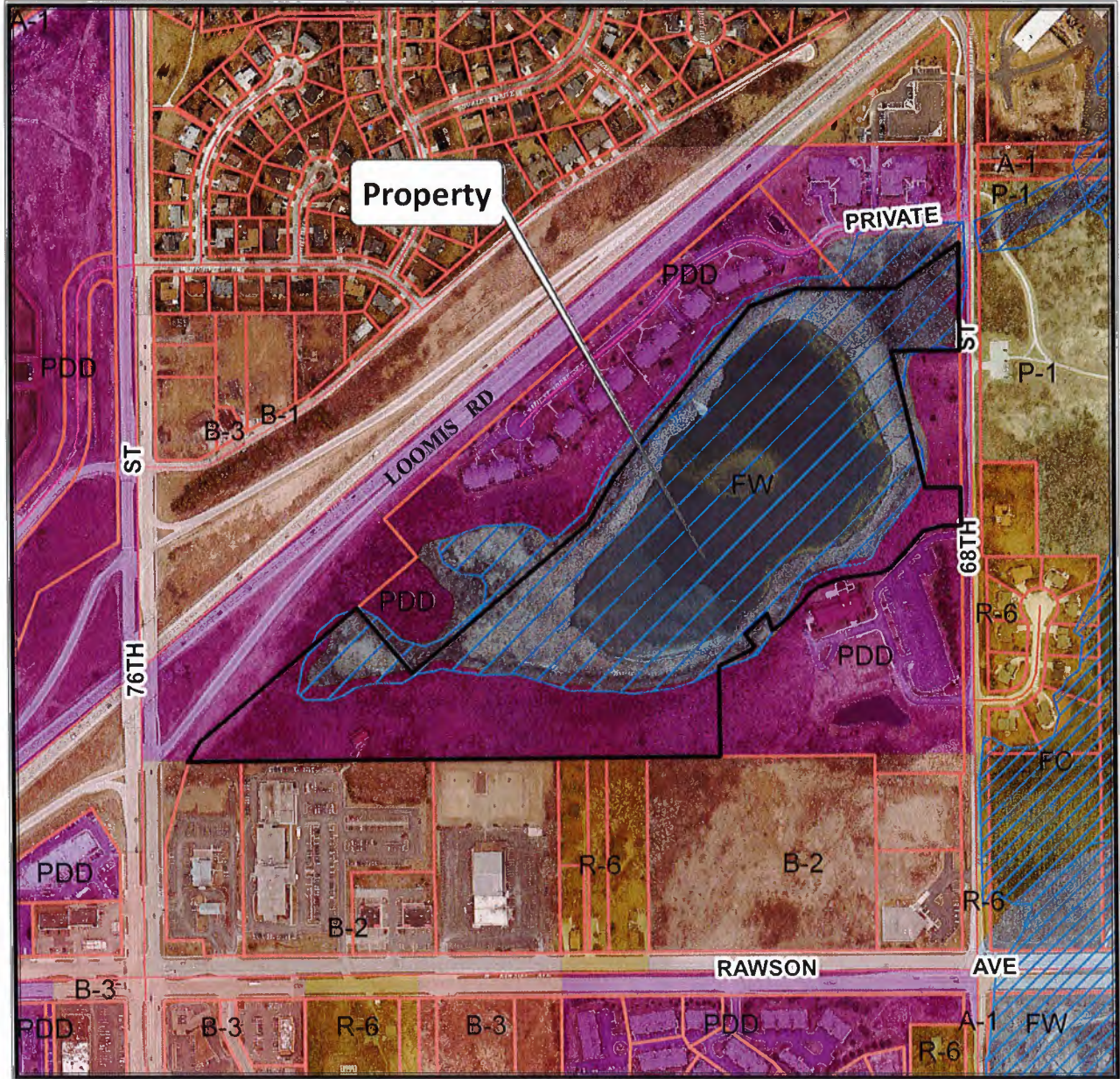
Minor PDD Amendments require Plan Commission review and Common Council approval. The ordinance is drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Site Plan Amendments require Plan Commission approval. The resolution is also drafted with standard set of condition. Staff does not recommend any special conditions of approval.

### **CONCLUSION:**

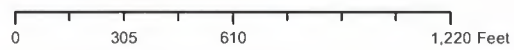
City Development staff recommends approval of the proposed PDD Minor Amendment and Site Plan Amendment requests with conditions as proposed in the attached draft ordinance and draft resolution.

Exhibits:

- Draft Ordinance
- Draft Resolution
- Applicant Exhibits



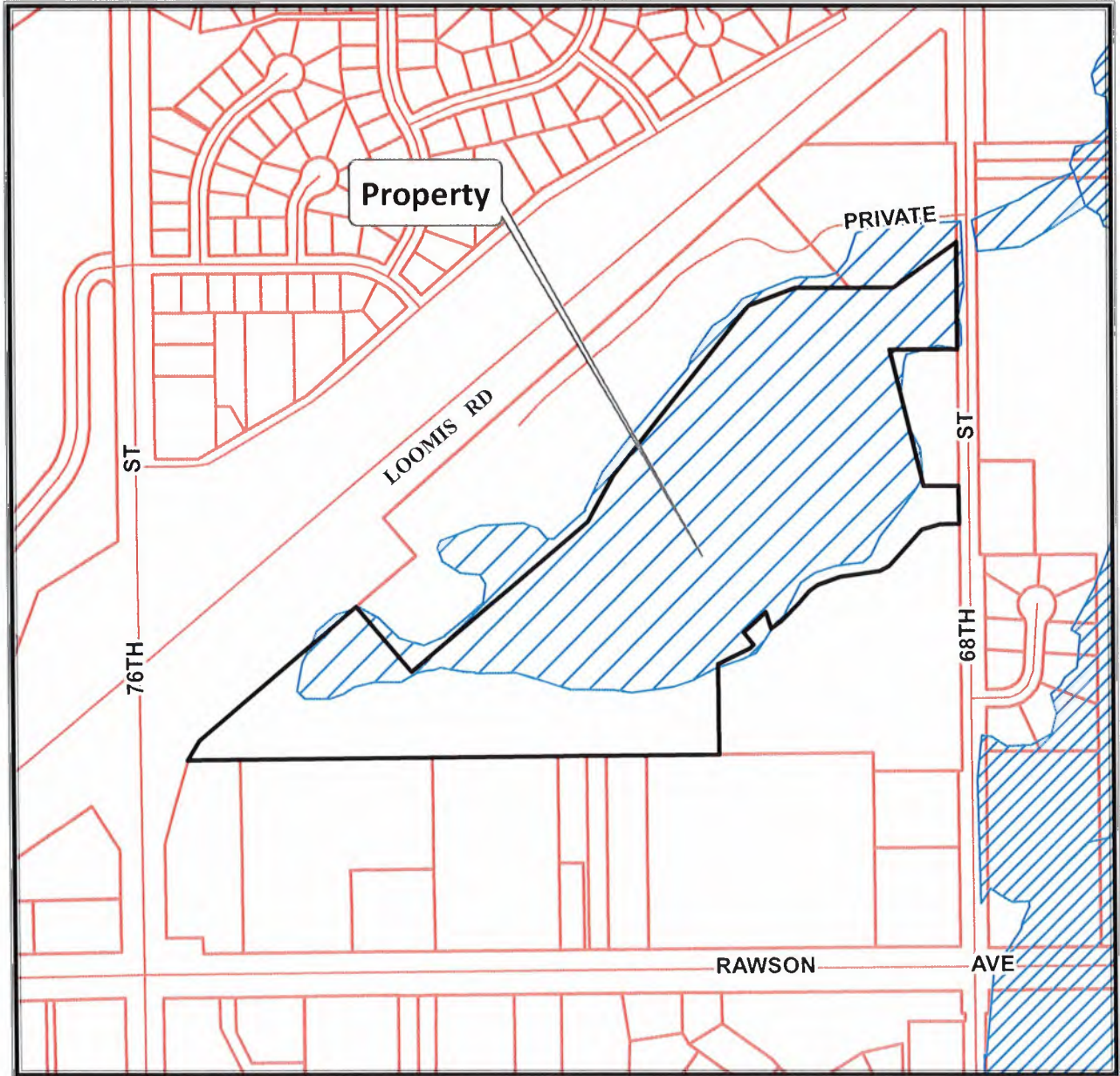
Planning Department  
(414) 425-4024



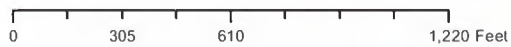
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*



TKN: 743 8978 006



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.*

June 6, 2024

Plan Commission  
Common Council  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

**RE: WELCOME CENTER**

Greetings –

I am pleased to submit final documents for review of our planned Welcome Center at the Conservancy for Healing and Heritage.

As a community based organization, the Conservancy provides people a chance to connect to the natural world for comfort, inspiration, physical activity, community connectedness and rejuvenation. Especially those who are dealing with cancer or other life's challenges.

**How the Welcome Center will make a difference**

***Community and social connectedness*** is an important social determinant of health. Community organizations, like the Conservancy, build connection in our community through education, programs and services and promotion of healthy choices for body, mind and spirit. We will contribute as a destination to improve health in the Franklin and regional community.

- i. The Welcome Center will increase community connectedness amongst residents.
- ii. The Welcome Center will build and strengthen collaborative relationships that support the health needs of residents.

***Mental Health*** includes our emotional, psychological and social well-being. It affects how we think, feel and act and can impact how we react to stress, relate to others and make health choices.

- i. The Welcome Center will increase access to resources within the community. We will provide additional programs in the multi-purpose room.

- ii. The Welcome Center will support a resilient community. It will be a point of contact and direction for a safe connection to nature as a conduit for self-reflection, healing and stress reduction.

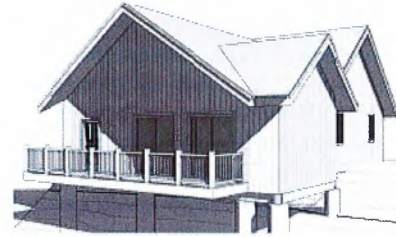
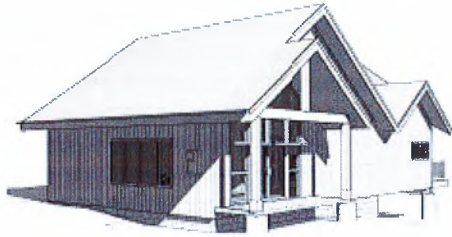
**Physical activity** - being physically active can improve brain health, help manage weight, reduce the risk of disease, strengthen and improve everyday activity ability.

- i. The Welcome Center will increase awareness and usage of our local physical activity opportunities within the community. The We Energies Foundation Healing Garden is ADA accessible and open for all abilities. The Lake & Nature Trails offer those who enjoy a moderate nature walk. Resting benches are available throughout both the Healing Garden and Trails.
- ii. Will enhance accessible activity programs within Franklin and regional community.

Thank you for your consideration. Any questions, please feel free to contact me.

Best regards,

Susan A. Rabe  
CEO and Chair of the Board



## Welcome Center – Project Narrative

**Mission:** The Conservancy for Healing & Heritage is dedicated to conserving an exceptional 36-acre parcel of woodland, glacial lake and offering a healing chapel, healing garden and nature trails.

**Purpose:** The Conservancy's mission is expressed through our Three Pillars of Service

- Conservation and Nature
- Environmental Education
- Healing for body, mind and spirit

### *Case For Support*

Unwavering support from donors, the community and volunteers has made the Conservancy for Healing and Heritage a reality and a unique destination amongst non-profit organizations. Since our founding in 2003, the Conservancy has helped people experience a safe, nature-based healing space. Here they can enjoy exercise, reflection, quietude and connections to creation. In addition, thousands of students have experienced education while learning self-reliance as they become adults. We need your support and with your help, we can do more.

**Why is the Conservancy worthy of increased/sustained investment?** It is clear the Conservancy serves a variety of needs. A Visitor/Welcome Center will provide a supplemental space for information, learning, resources, and gathering while allowing the chapel to be utilized as intended.

*The Visitor/Welcome Center aims to meet the following needs:*

- Offer wayfinding both internally and externally, in an engaging, welcoming and comfortable facility. Offer information and direction for visitors, students, cancer patients, and their families. A lighthouse on their journey.
- Formal office space for conducting business on site. Staff will not have travel time between appointments and can meet with stakeholders on site in one convenient location. Staff can more readily answer questions and provide resources for visitors.
- A multipurpose room with views of the woodland to the north as an additional climate-controlled venue for observation, collaboration, and learning for all. It will be available for the community to rent as well as serve as a space for our programs.
- A venue for program opportunities such as educational activities, support and retreats, and community use. This will relieve scheduling in the Healing Chapel.
- Improved access to efficiently utilize existing services and share resources.
- We intend the Visitor Center to not only meet these needs, but also open the door to more opportunity for visitor feedback and collaboration. This is for them.



NOTES: SEE DRAWING, 1st FLOOR, SPECIFICATIONS ONLY. NO CLARIFICATION OR MODIFICATION TO BE MADE WITHOUT WRITTEN CLARIFICATION.

Revision	Date	Description

**ENGINEER**  
**D.M. SALVARETTI DESIGN, LLC**  
 18548 SOUTH LANE  
 JOHNSON CREEK, WI 53038  
**BRIAN NORBY, PE**  
 (800) 574-6214

1301/2023 10:04:21 AM

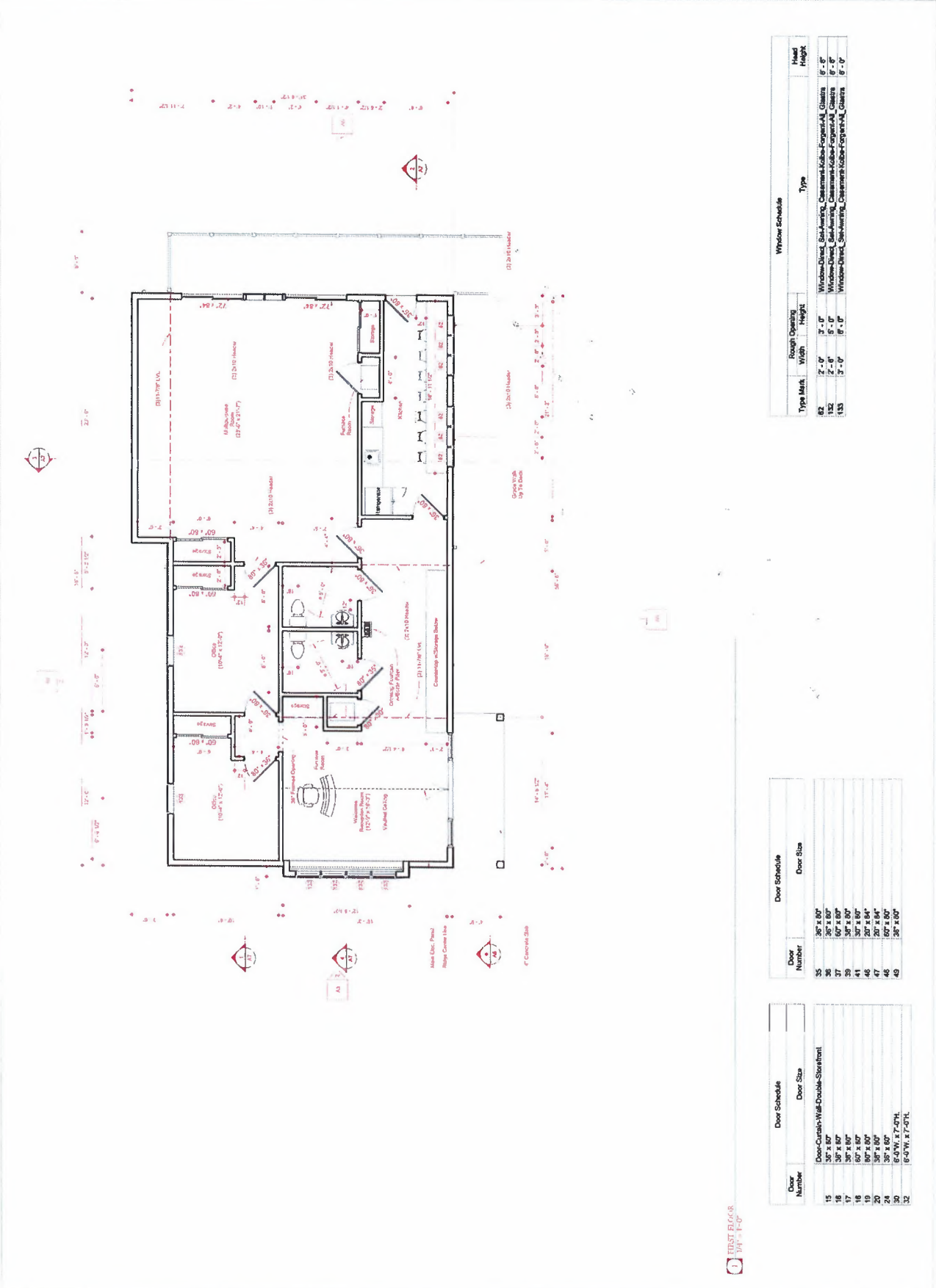
**GENERAL CONTRACTOR**

**DESIGNER**  
**TK ARCHITECTURAL DESIGN SERVICES**  
**TERRY L. SCHEMJE**  
 55 SOUTH FAIR AVE  
 FOND DU LAC, WI 54935  
 (614) 507-3654 PHONE  
 tschemje@gmail.com

**LOCATION**  
 CONSERVATION CENTER BUILDING  
 AND REHABILITATION  
 7410 W. MARSH AVE  
 FRANKLIN, WI 53133

**SHEET TITLE**  
 FIRST FLOOR PLAN

**A1**



**Window Schedule**

Type Mark	Rough Width	Rough Height	Type	Head Height
W2	2'-0"	3'-0"	Window-Over-Corner-Kobert-Fogarty-A1_Glass	6'-0"
W3	2'-0"	5'-0"	Window-Over-Corner-Kobert-Fogarty-A1_Glass	6'-0"
W4	3'-0"	6'-0"	Window-Over-Corner-Kobert-Fogarty-A1_Glass	6'-0"

**Door Schedule**

Door Number	Door Size
35	36" x 60"
36	36" x 60"
37	60" x 60"
38	36" x 60"
39	36" x 60"
40	36" x 60"
41	36" x 60"
42	36" x 60"
43	36" x 60"
44	36" x 60"
45	36" x 60"

**Door Schedule**

Door Number	Door Size
15	Door-Curtain-Wall-Double-Station
16	36" x 60"
17	36" x 60"
18	36" x 60"
19	36" x 60"
20	36" x 60"
21	36" x 60"
22	36" x 60"
23	36" x 60"
24	36" x 60"
25	36" x 60"
26	36" x 60"
27	36" x 60"
28	36" x 60"
29	36" x 60"
30	36" x 60"
31	36" x 60"
32	36" x 60"

**1** FIRST FLOOR  
 1/11/2023



NOTES: ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND CODES OF PRACTICE OF THE PROFESSIONAL SOCIETY OF ENGINEERS AND ARCHITECTS. VERIFY THE DESIGNER'S REQUIREMENTS FOR ANY OTHER SPECIFICATIONS.

**REVISION**  
 NO. DESCRIPTION DATE

**ENGINEER**  
**D.N. SOHARD**  
 REGISTERED PROFESSIONAL ENGINEER  
 65748 SOUTH LAKE  
 JOHNSON CREEK, WI 53038  
 BRIAN NORBY, PE  
 (608) 574-8214

12/17/2023 1:08:43:1 AM

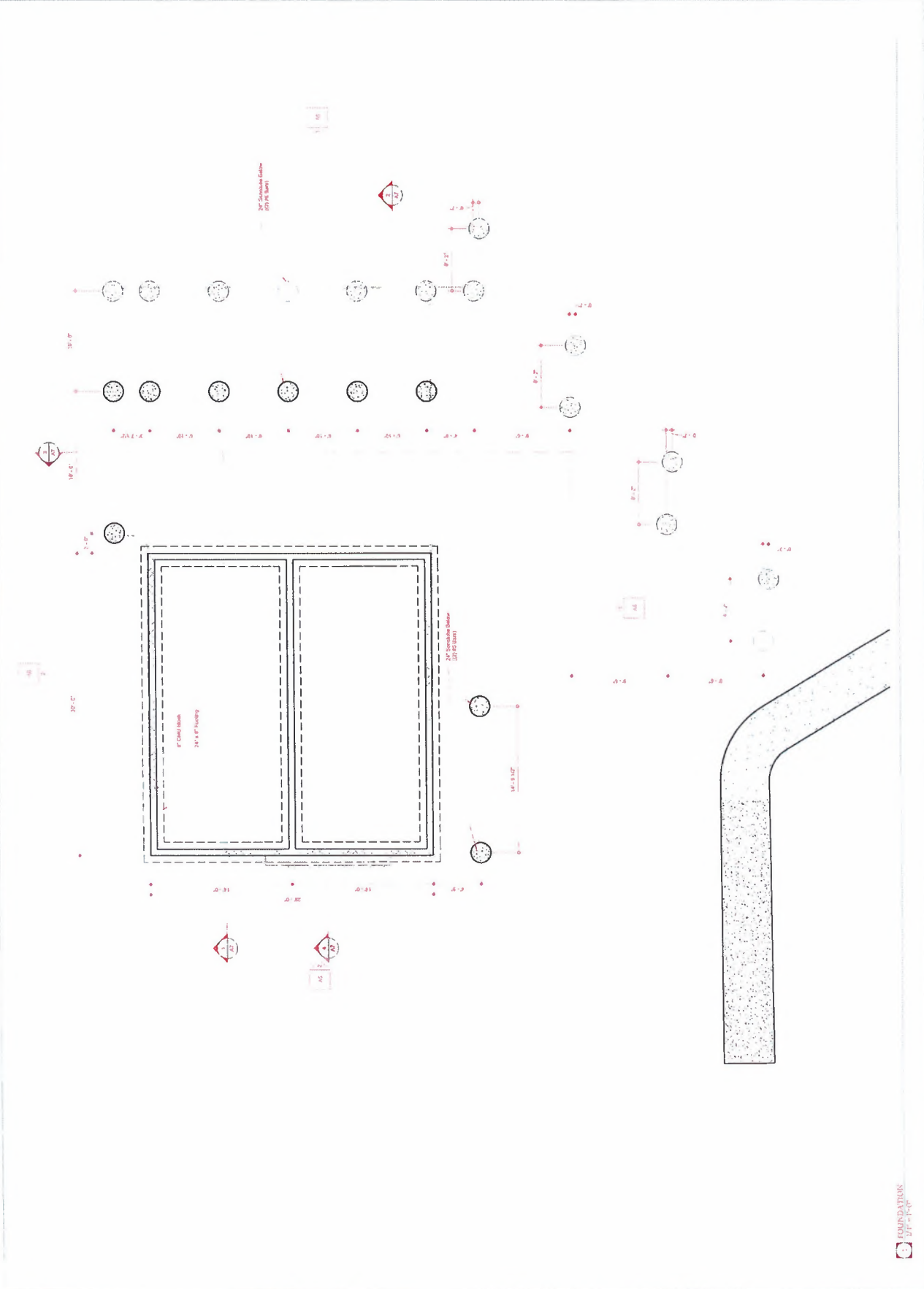
**GENERAL CONTRACTOR**

**DESIGNER**  
  
 TERRY L. SCHULZE  
 35 South Park Ave  
 FOND DU LAC, WI 54935  
 (616) 507-3666 PHONE  
 tschulze1@gmail.com

**LOCATION**  
 CONSERVATOR FOR HILLIER  
 AND NEIGHBOR  
 7413 W. HANCOCK AVE  
 FRANKLIN, WI 53132

**SHEET TITLE**  
 FOUNDATION

**A2**





**NOTES**  
1. SEE ALL NOTES ON ALL SHEETS FOR  
ADDITIONAL INFORMATION AND  
SPECIFICATIONS. ALL WORK SHALL BE  
IN ACCORDANCE WITH THE  
LATEST EDITIONS OF THE  
INTERNATIONAL BUILDING CODE  
AND ALL APPLICABLE  
LOCAL ORDINANCES.  
2. THE CONTRACTOR SHALL BE  
RESPONSIBLE FOR OBTAINING  
ALL NECESSARY PERMITS.  
3. THE CONTRACTOR SHALL  
PROTECT ALL EXISTING  
UTILITIES AND STRUCTURES  
TO REMAIN.  
4. THE CONTRACTOR SHALL  
BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY  
PERMITS.  
5. THE CONTRACTOR SHALL  
PROTECT ALL EXISTING  
UTILITIES AND STRUCTURES  
TO REMAIN.  
6. THE CONTRACTOR SHALL  
BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY  
PERMITS.

**DESCRIPTION**  
PROJECT NO. \_\_\_\_\_  
DATE \_\_\_\_\_

**ENGINEER**  
**D.N. SALARIED**  
P.E.  
N5748 SOUTH LAKE  
JOHNSON CREEK, WI 53038  
BRIAN NORBY, P.E.  
(608) 574-8214

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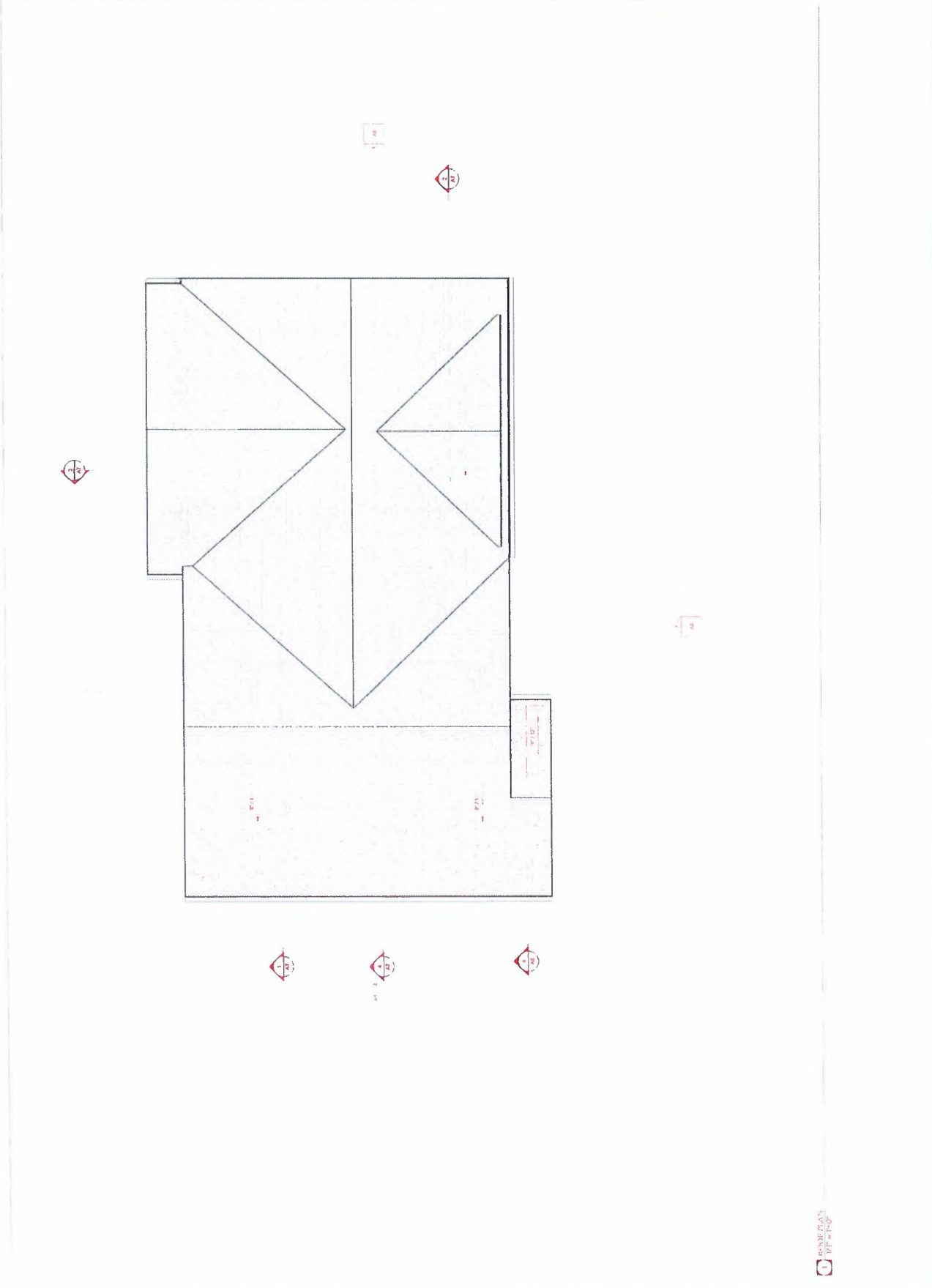
**GENERAL CONTRACTOR**

**DESIGNER**  
**TKK**  
TKK ARCHITECTURAL DESIGN SERVICE  
JERRY L. SCHMELT  
55 SOUTH PARK AVE  
FOOD DU LAC, WI 54035  
(414) 807-3016 PHONE  
jschmelt@gmail.com

**LOCATION**  
CONSERVATORY FOR HEALING  
AND HERITAGE  
7415 W. RICHMOND AVE  
FOOD DU LAC, WI 53032

**SHEET TITLE**  
Roof Plan

**A4**



NOTES: SCALE DIMENSIONS, USE WRITTEN DIMENSIONS ONLY. NO CALCULATION OR VERIFY THE DESIGNER IMMEDIATELY FOR ANY DISCREPANCIES.

ENGINEER

**D.N. SOLIMAN**  
 DESIGNER  
 46748 SOUTH LANE  
 JOHNSON CREEK, WI 53038  
 BRIAN NORBY, PE  
 (608) 574-6214

12/1/2023 10:04:34 AM

GENERAL CONTRACTOR

DESIGNER

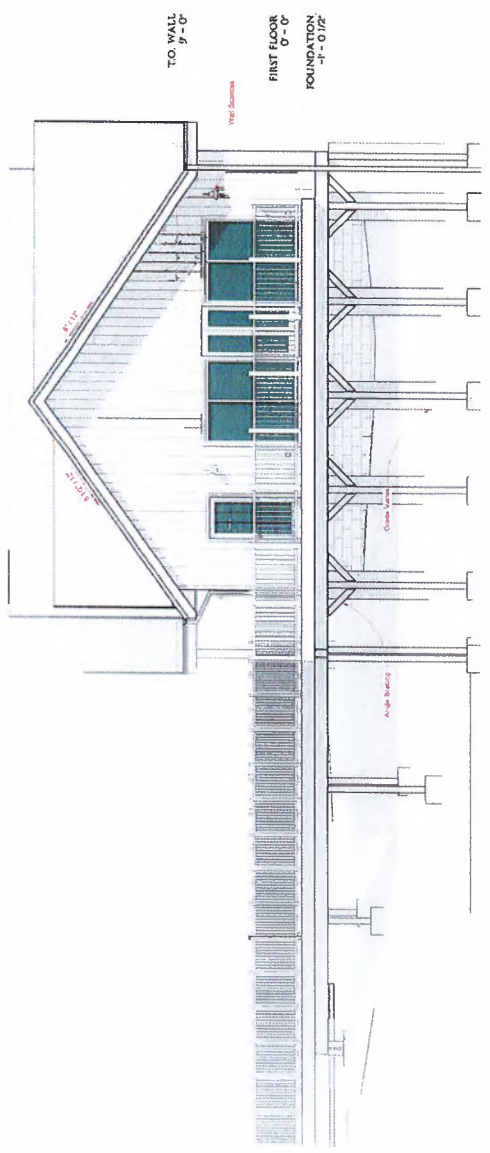


TKK ARCHITECTURAL DESIGN SERVICES  
 TERRY L. SCHMELKE  
 55 South Park Ave  
 Foss Du Lac, WI 54935  
 (616) 307-3166 PHONE  
 tschmelt1@gmail.com

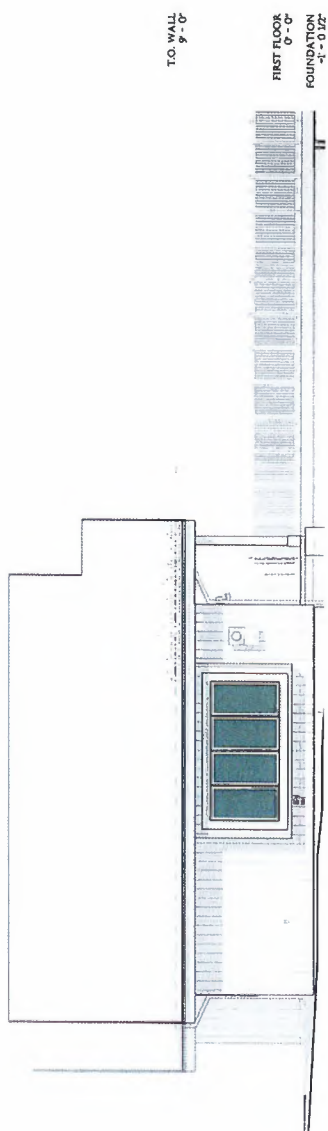
LOCATION  
 COMMERCE CENTER BUILDING  
 AND IMPROVEMENT  
 7410 W SAUNDERS AVE  
 FRANKLIN, WI 53132

SHEET TITLE  
 ELEVATIONS

A5



8003314  
 1/8" = 1'-0"



8003314  
 1/8" = 1'-0"

FOR ALL HOME BUSINESS, OR OTHER ADDITIONAL PROFESSIONAL SERVICES, PLEASE CONTACT THE ARCHITECT AT THE CLAMP LITTON

**ENGINEER**

**D.N. SQUARED**  
 PROFESSIONAL ENGINEER  
 16748 SOUTH LAKE  
 JOHNSON CREEK, WI 53038  
 BRIAN NORBY, PE  
 (800) 574-6214

12/1/2023 10:04:57 AM

**GENERAL CONTRACTOR**

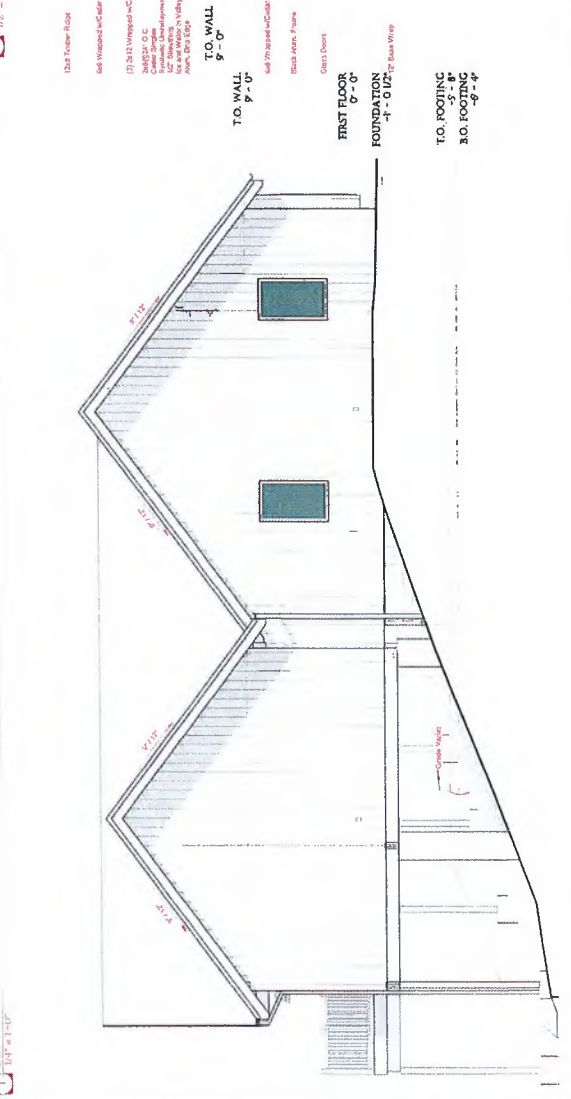
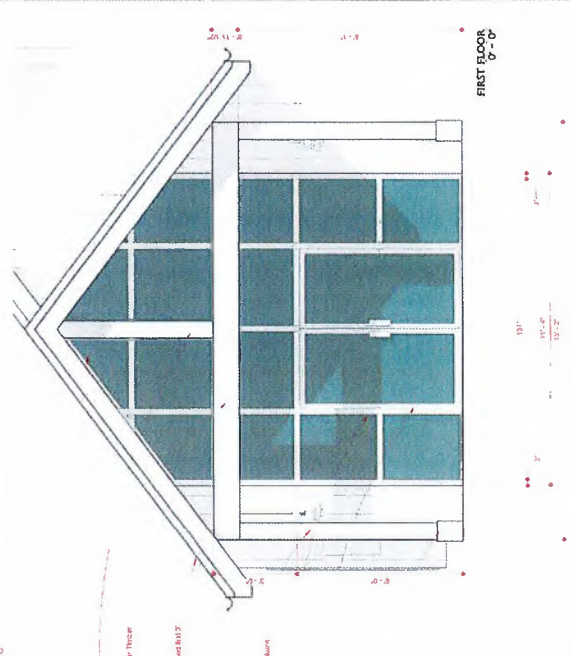
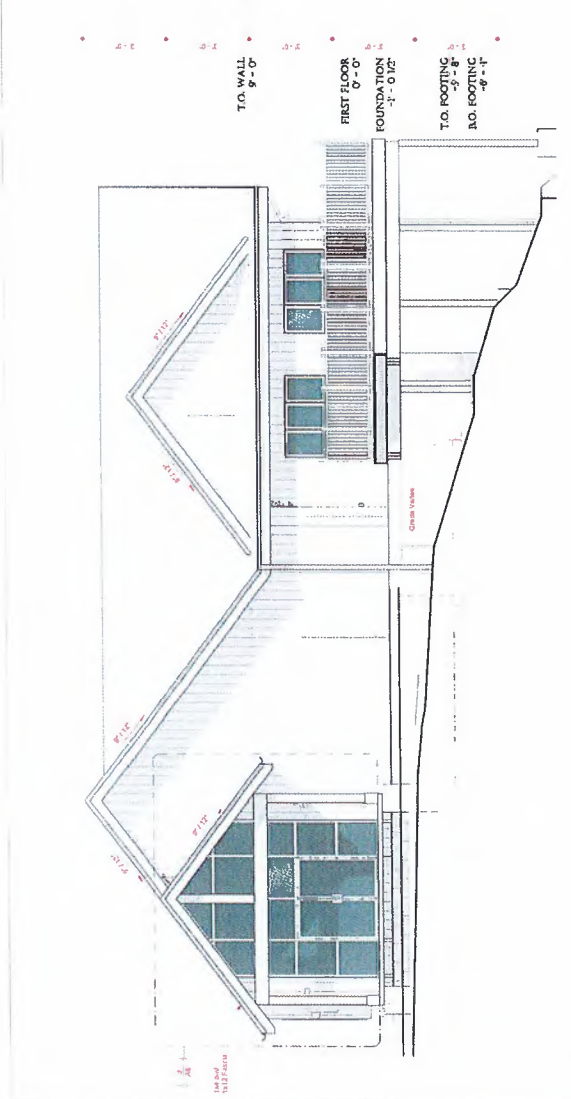
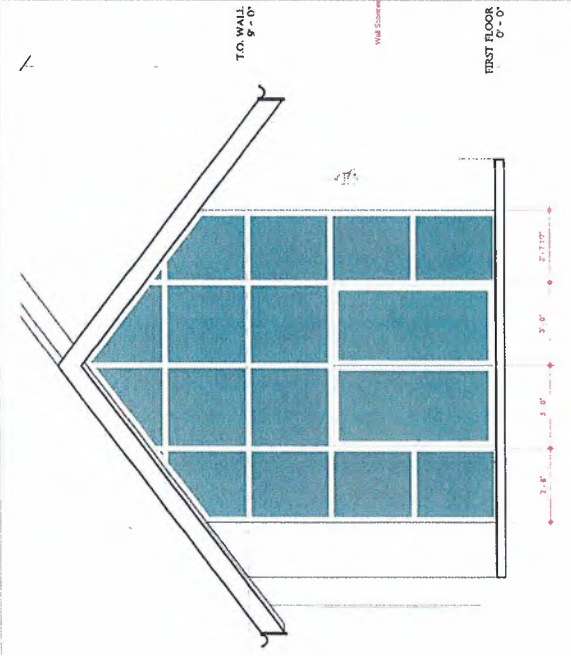


**DESIGNER**  
 TERRY L. SCHEUKE  
 55 SOUTH PARK AVE  
 FOND DU LAC, WI 54935  
 (414) 897-3066 PHONE  
 tscheu@tkk.com

**LOCATION**  
 DOWNSWART FOR HEALING  
 AND HERITAGE  
 7410 W RAWBEN AVE  
 FOND DU LAC, WI 54935

**SHEET TITLE**  
 ELEVATIONS

**A6**



1 ENTRY DETAIL  
 1/2" = 1'-0"

2 EAST - CALLOUT  
 1/2" = 1'-0"

3 EAST  
 1/4" = 1'-0"

4 WEST  
 1/4" = 1'-0"



NOTES:  
1. SEE ALL NOTES ON DRAWING.  
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND ALL OTHER APPLICABLE CODES.  
3. WESTER CLIMATE

Division  
No. \_\_\_\_\_  
Date \_\_\_\_\_

**ENGINEER**  
**D.N. SHARPE**  
P.E.  
16740 SOUTH LAKE  
JOHNSON CREEK, WI 53038  
BRIAN MORBY, P.E.  
(800) 574-6214

12/1/2023 10:18:59 AM

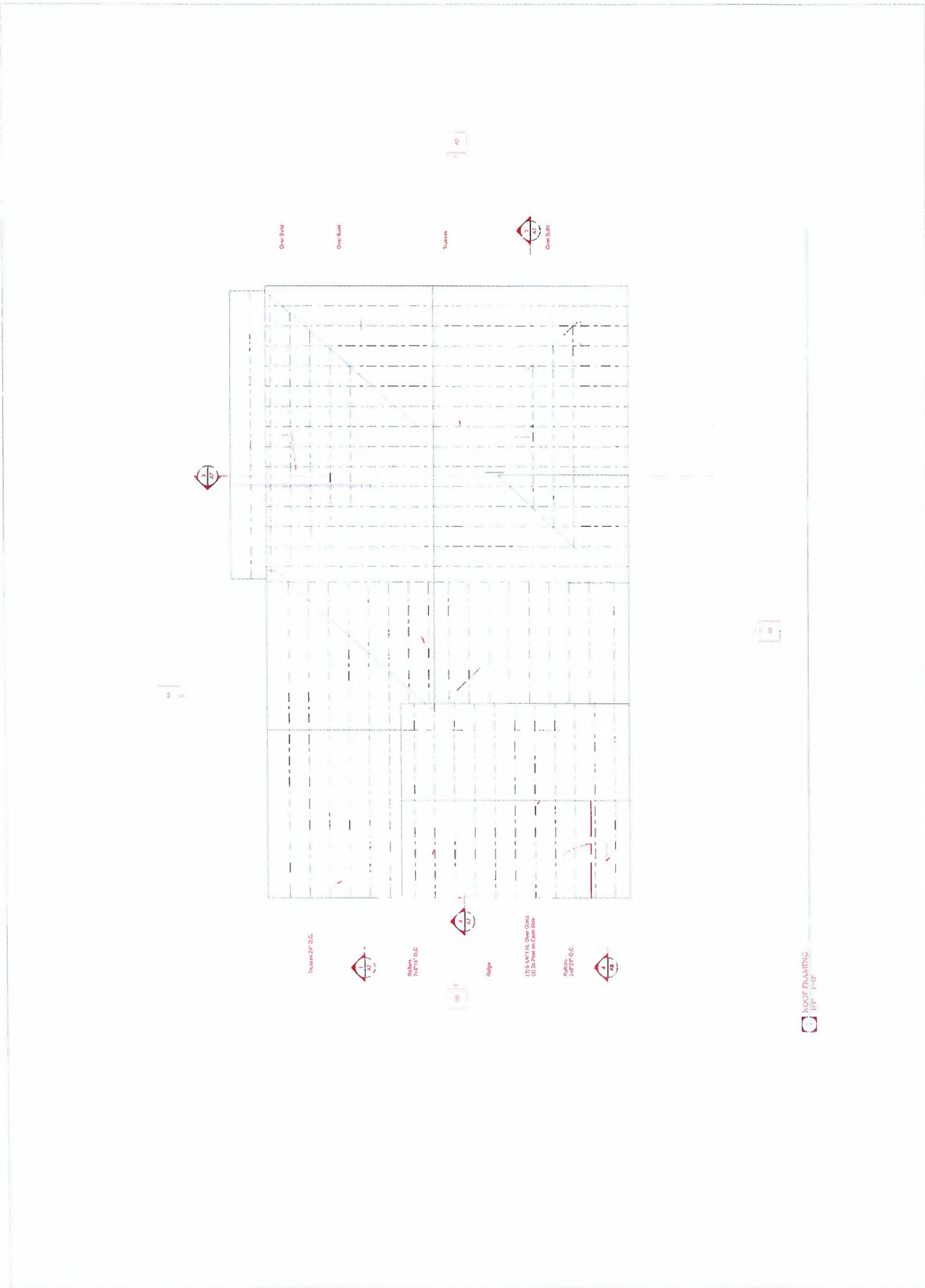
**GENERAL CONTRACTOR**

**DESIGNER**  
**TKK**  
T.K. ARCHITECTURAL DESIGN SERVICES  
TERRY L. SCHMIDT  
55 SOUTH PARK AVE  
FOUN DU LAC, WI 54935  
(612) 507-5066 PHONE  
tschmidt@tkk.com

**LOCATION**  
CONSERVATORY FOR HEALING  
AND HORTICULTURE  
7410 W. FARMERS AVE  
FARMERS, WI 53122

**SHEET TITLE**  
ROOF FINISHING PLAN

**A8**









NOTES:  
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE  
2015 INTERNATIONAL MECHANICAL AND ELECTRICAL  
CODE (IMC) AND THE 2015 NATIONAL ELECTRICAL  
CODE (NEC) AS APPLICABLE TO THE PROJECT.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY PERMITS AND  
COMPLYING WITH ALL LOCAL, STATE AND FEDERAL  
REGULATIONS AND ORDINANCES.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY PERMITS AND  
COMPLYING WITH ALL LOCAL, STATE AND FEDERAL  
REGULATIONS AND ORDINANCES.

REVISIONS

NO.	DATE	DESCRIPTION
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ENGINEER

12/17/2023 10:04:30 AM

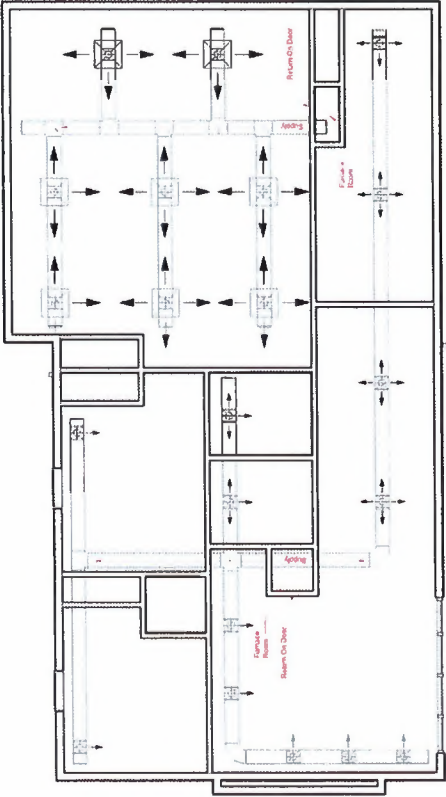
GENERAL CONTRACTOR

DESIGNER  
**TKK**  
TKK ARCHITECTURAL DESIGN SERVICES  
TERRY L. SCHMELVE  
3855 EAST BARROND AVE  
GRAND, WI 53130  
(608) 897-5045 PHONE  
tschmelv1@gmail.com

LOCATION  
CONSERVATORY FOR HEALING  
AND HORTICULTURE  
7410 W. KANBORN AVE  
FRANKLIN, WI 53128

SHEET TITLE  
HVAC PLAN

A11



THIS PLAN IS TO BE APPROVED WITH DESIGN AND  
CONSTRUCTION BY A LICENSED MECHANICAL CONTRACTOR

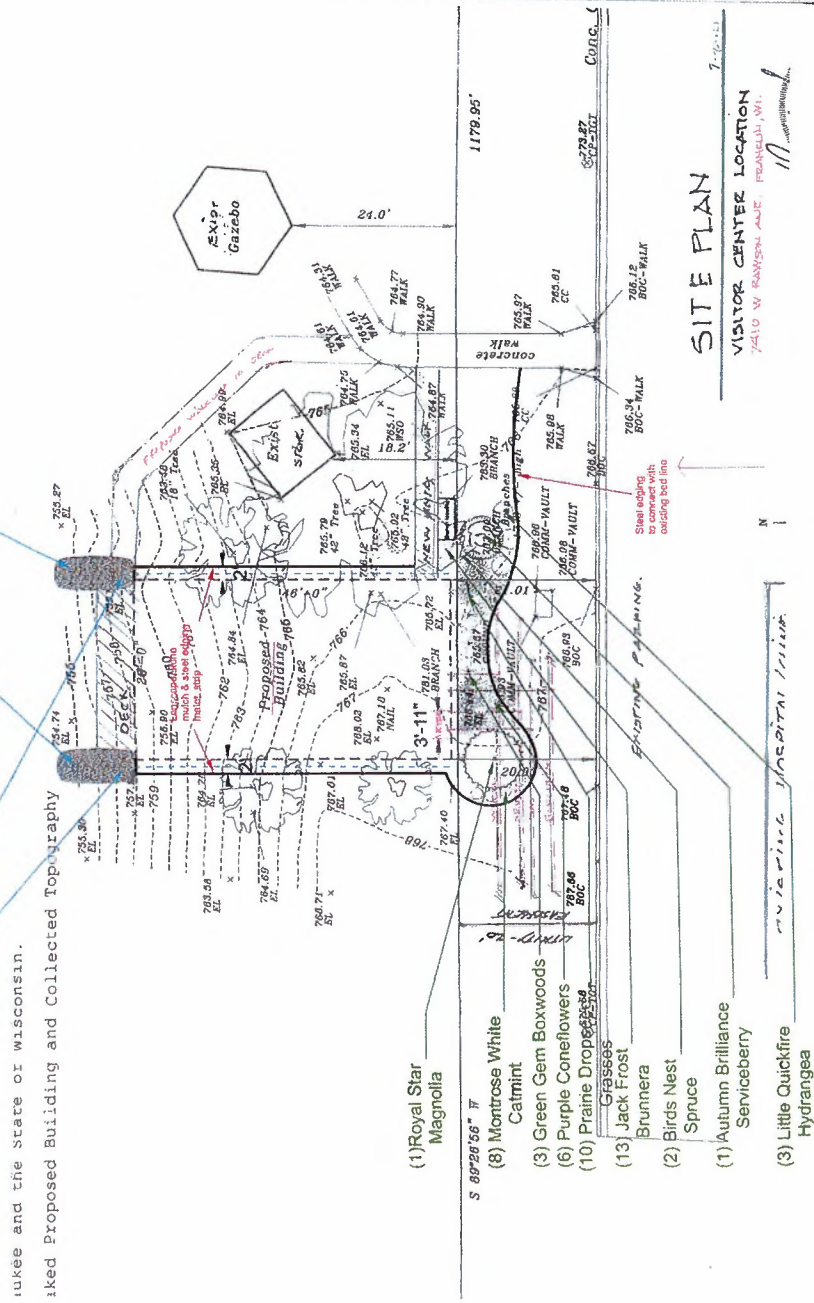
FIRST FLLOOR HVAC  
1/17/23

Buried PVC downspouts discharge to daylight

10' x 4' Rip Rap swale bed installed going down hillside to disperse rain water discharge

likee and the state of wisconsin.

iked Proposed Building and Collected Topography



- (1) Royal Star Magnolia
- (8) Montrose White Catmint
- (3) Green Gem Boxwoods
- (6) Purple Coneflowers
- (10) Prairie Dropseed
- (13) Jack Frost Grasses
- (2) Brunnera
- (2) Birds Nest Spruce
- (1) Autumn Brilliance Serviceberry
- (3) Little Quickfire Hydrangea

**SITE PLAN**

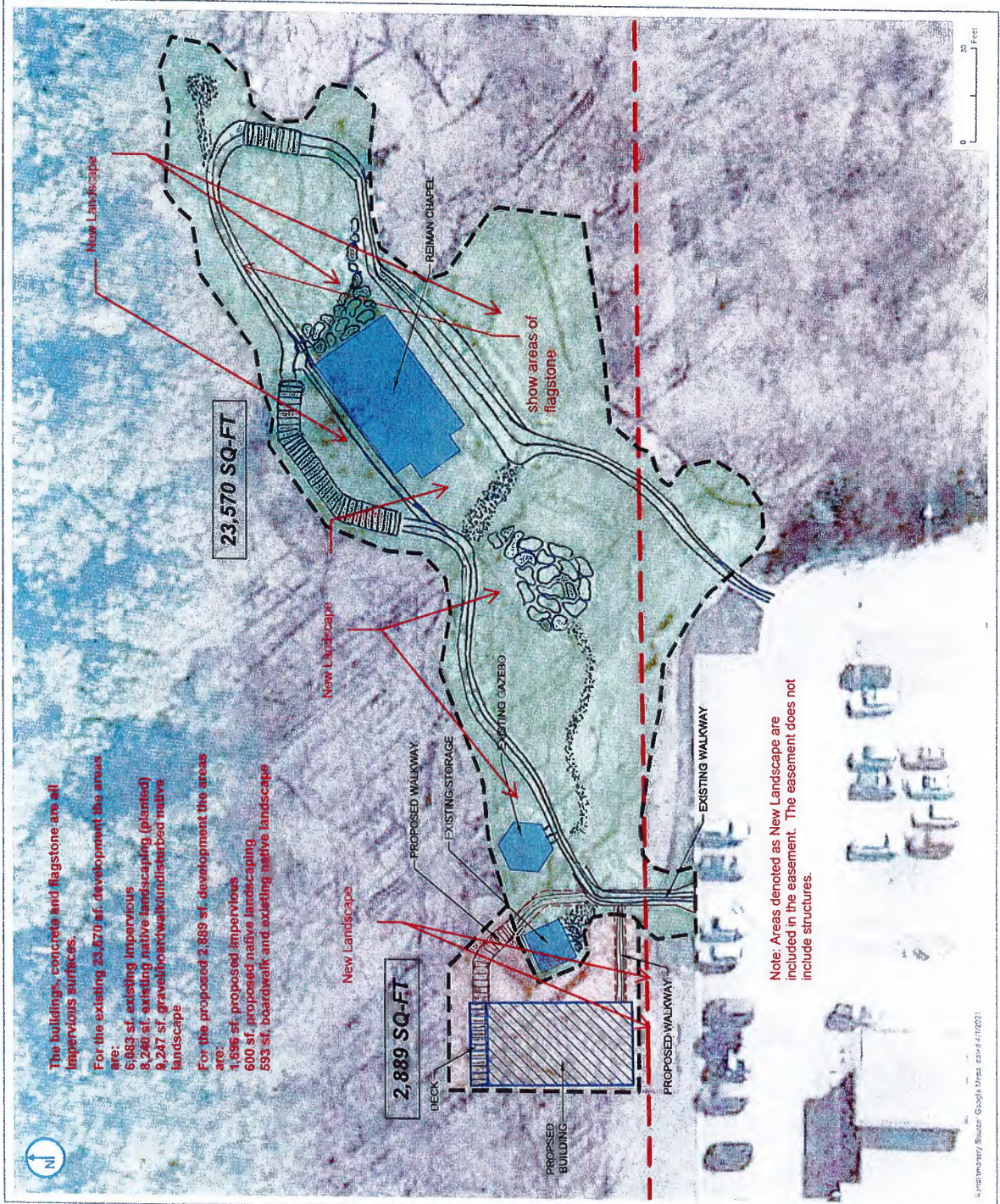
VISITOR CENTER LOCATION

7410 W. RAINSON AVE. FRANKLIN, WI.



EXISTING VISITOR CENTER

11/1/2011



### Description of Easement Areas

CONSERVANCY FOR HEALING AND HERITAGE  
 7419 WEST RAMSON AVENUE  
 FRANKLIN, WISCONSIN

### Exhibit C

RAMBOLL AMERICA'S  
 ENGINEERING SOLUTIONS, INC.  
 A RAMBOLL COMPANY



# DEPICTION OF FACILITIES - WEST

## EXHIBIT "A"

Healing Gardens

**LOCATION:** 6941 S. 68th Street, Franklin, Wisconsin

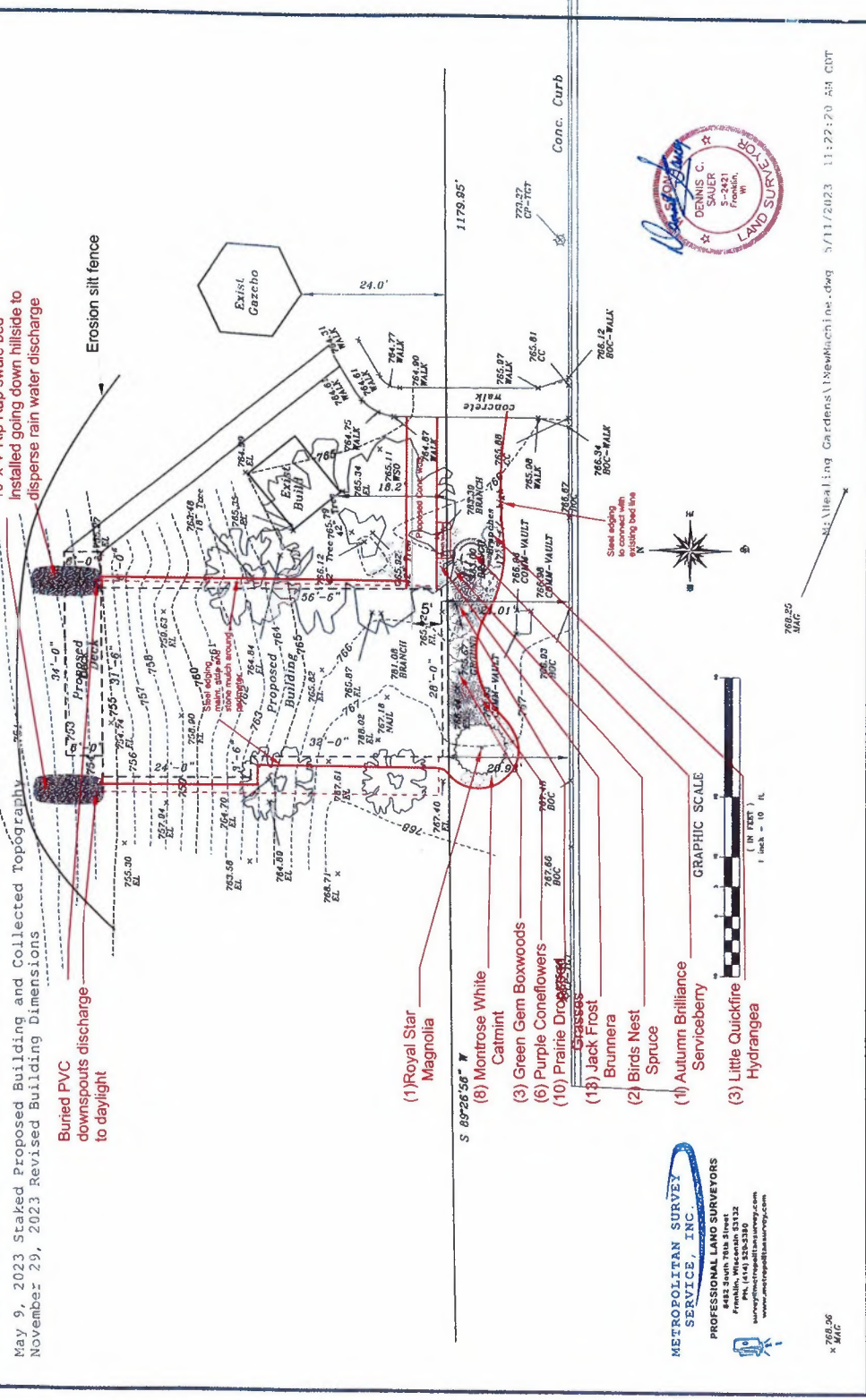
**LEGAL DESCRIPTION:** Partial Exhibit of Outlot 1 of CERTIFIED SURVEY MAP NO. 7544, that part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4, all in the Southwest 1/4 of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and the State of Wisconsin.

May 9, 2023 Staked Proposed Building and Collected Topography  
November 29, 2023 Revised Building Dimensions

10' x 4' Rip Rap swale bed  
installed going down hillside to  
disperse rain water discharge

Buried PVC  
downspouts discharge  
to daylight

Erosion silt fence



- (1) Royal Star Magnolia
- (8) Montrose White Catmint
- (3) Green Gem Boxwoods
- (6) Purple Coneflowers
- (10) Prairie Dropseed
- (18) Jack Frost Grasses
- Brunnera
- Birds Nest Spruce
- (1) Autumn Brilliance Serviceberry
- (3) Little Quickfire Hydrangea

**METROPOLITAN SURVEY SERVICE, INC.**  
PROFESSIONAL LAND SURVEYORS  
1443 Quince Trail # 1112  
Franklin, Wisconsin 53132  
PH: (414) 253-3390  
www.metroplainsurvey.com



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768.56  
x MIC

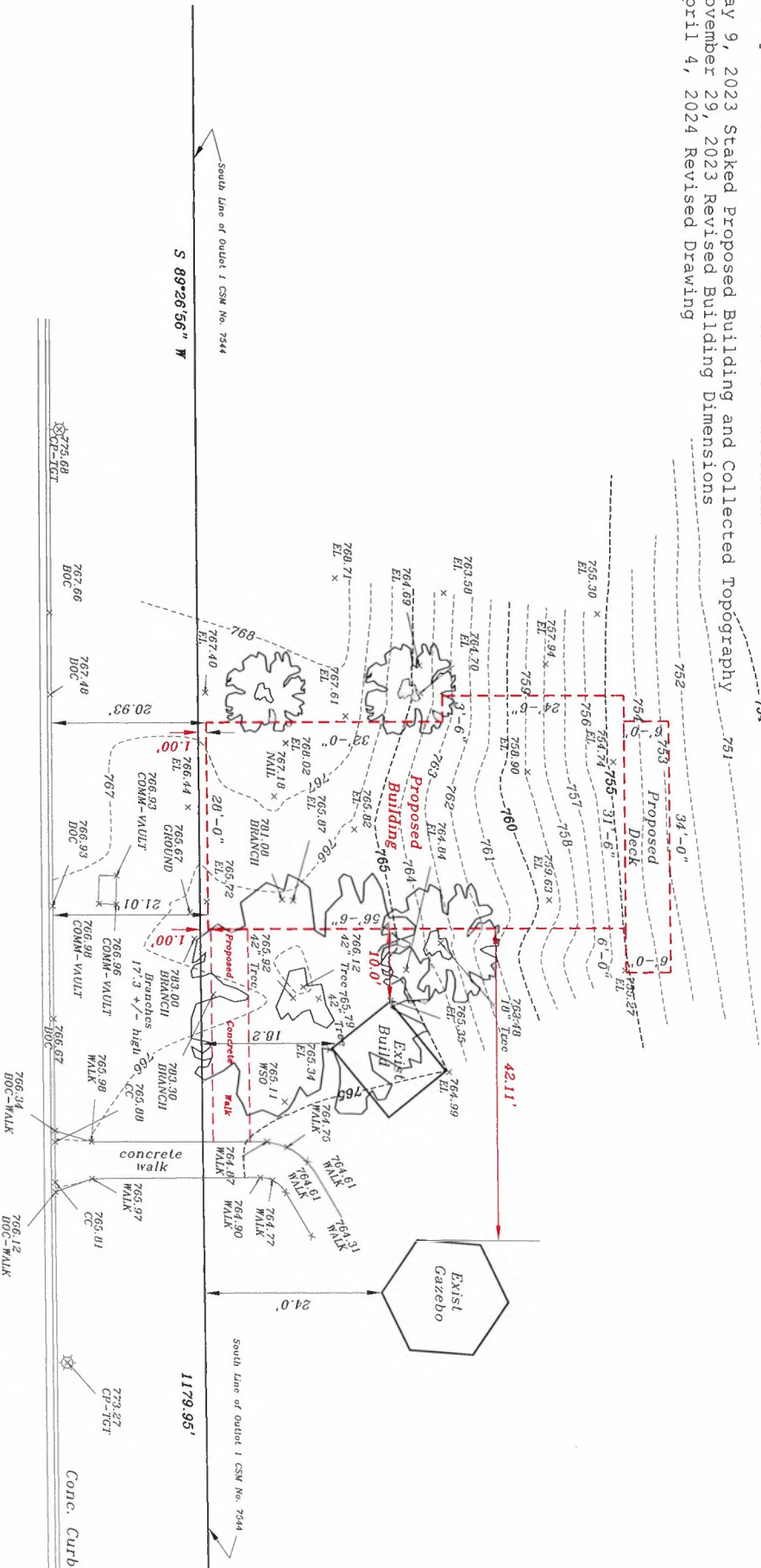
**EXHIBIT "A"**

Healing Gardens

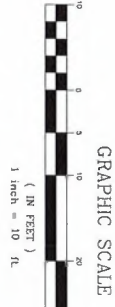
**LOCATION:** 6941 South 68th Street, Franklin, Wisconsin

**LEGAL DESCRIPTION:** Partial Exhibit of Outlot 1 of **CERTIFIED SURVEY MAP NO. 7544**, that part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4, all in the Outlot 1 of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and the State of Wisconsin.

May 9, 2023 Staked Proposed Building and Collected Topography  
 November 29, 2023 Revised Building Dimensions  
 April 4, 2024 Revised Drawing



**METROPOLITAN SURVEY SERVICE, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 6482 South 76th Street  
 Franklin, WI 53120  
 Phone: (414) 529-5300  
 www.metroplainsurvey.com



768.96  
 MAC

760.25  
 MAC  
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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  7/2/24
<b>REPORTS AND RECOMMENDATIONS</b>	Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2023	<b>ITEM NUMBER</b>  G.4.

Each year the City is required to file a Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources. Wisconsin Administrative Code Chapter NR 208 is more commonly known as the Compliance Maintenance Annual Report (CMAR) Rule for publicly and privately-owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses the level of compliance with permit requirements. Attached is the 2023 Annual Report.

It is important to meet the stipulation from the DNR that this report be filed electronically on or before July 3, 2024. The report requires approval by the governing body and such resolution is attached.

**COUNCIL ACTION REQUESTED**

Motion to adopt a Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for Year 2023.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024-

A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2023

---

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208;

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00).

BE IT THEREFORE RESOLVED by the Common Council of City of Franklin that the following recommendations or actions will be taken to address or correct problems/deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR):

- (1) Continue to identify inflow and infiltration (I & I) to the City's sanitary sewer system and take action to eliminate all I & I detected.
- (2) Continue the City record of having no bypasses or overflow.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 2<sup>nd</sup> day of July, 2024 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2<sup>nd</sup> day of July, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES

NOES

ABSENT



# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/26/2024 2023

## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Tom Bakalarski"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(414) 427-7513"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="tbakalarski@franklinwi.gov"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain: <input style="width: 750px; height: 20px;" type="text"/></p> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 150px;" type="text" value="2023"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<p><b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b></p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 150px;" type="text" value="2023"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain: <input style="width: 750px; height: 20px;" type="text"/></p>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="424,392.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned Interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="424,392.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="35,221.00"/></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 150px;" type="text" value="424,392.00"/>	3.2.2 Adjustments - if necessary (e.g. earned Interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="424,392.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="35,221.00"/>	
<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 150px;" type="text" value="424,392.00"/>											
3.2.2 Adjustments - if necessary (e.g. earned Interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>											
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="424,392.00"/>											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="35,221.00"/>											

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/26/2024 2023

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) -

\$ 30,500.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 429,113.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Purchase new pickup truck.

3.3 What amount should be in your Replacement Fund?

\$ 429,113.00

0

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	\$175,000	2017
2	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	\$175,000	2018
3	upgrading pumping equipment & piping @ St. Martins's lift station and continuation of Man Hole rehabilitation & improving force mains when needed.	\$30,000	2019
4	New installation of lift Station and force main at the New S/E Hickory Street Business Park.	\$4,200	2020
5	Upgrading of SCADA system	\$10,000	2021
6	Replacement of the Industrial Park IP lift Station.	\$3,200,000	2021
7	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II Improvements.	\$180,000	2021
8	We will be inspecting and Improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	\$140,000	2022
9	updating/upgrading SCADA	\$15,000	2022

## 5. Financial Management General Comments

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/26/2024 2023

## ENERGY EFFICIENCY AND USE

### 6. Collection System

#### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

#### COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	14,137	414
February	12,996	354
March	19,967	269
April	15,825	116
May	11,969	11
June	10,404	4
July	8,893	3
August	9,903	3
September	7,937	4
October	10,630	65
November	12,831	211
December	16,182	292
<b>Total</b>	<b>151,674</b>	<b>1,746</b>
<b>Average</b>	<b>12,640</b>	<b>146</b>

6.1.2 Comments:

### 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/26/2024 2023

● Yes

Year:

2023

By Whom:

Johnson Controls

Describe and Comment:

As equipment needs to be replace more efficient equipment will be installed.

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

<b>Total Points Generated</b>	-
<b>Score (100 - Total Points Generated)</b>	-
<b>Section Grade</b>	-

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:

6/26/2024

2023

## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Safety training & practices, efficiency and operation, inner departmental organization.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City Of Franklin codes found in chapter 297

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2013-09-01

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
  - New sewer and building sewer design, construction, installation, testing and inspection
  - Rehabilitated sewer and lift station installation, testing and inspection
  - Sewage flows satellite system and large private users are monitored and controlled, as necessary
  - Fat, oil and grease control
  - Enforcement procedures for sewer use non-compliance
  - Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- Equipment and replacement part inventories
  - Up-to-date sewer system map
  - A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:

6/26/2024

2023

- A description of routine operation and maintenance activities (see question 2 below)
  - Capacity assessment program
  - Basement back assessment and correction
  - Regular O&M training
  - Design and Performance Provisions [NR 210.23 (4) (e)]
- What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
  - Construction, Inspection, and Testing
  - Others:

- Overflow Emergency Response Plan [NR 210.23 (4) (f)]
- Does your emergency response capability include:
- Responsible personnel communication procedures
  - Response order, timing and clean-up
  - Public notification protocols
  - Training
  - Emergency operation protocols and implementation procedures
- Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
  - Special Studies Last Year (check only those that apply):
- Infiltration/Inflow (I/I) Analysis
  - Sewer System Evaluation Survey (SSES)
  - Sewer Evaluation and Capacity Management Plan (SECAP)
  - Lift Station Evaluation Report
  - Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	20	% of system/year
Root removal	.2	% of system/year
Flow monitoring	6	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	20	% of system/year
Manhole inspections	12	% of system/year
Lift station O&M	75	# per L.S./year
Manhole rehabilitation	8	% of manholes rehabbed
Mainline rehabilitation	.1	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services

0

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
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River or water crossings  % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

### 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

34.01	Total actual amount of precipitation last year in inches
34.57	Annual average precipitation (for your location)
199	Miles of sanitary sewer
5	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
14	Number of complaints
.758	Average daily flow in MGD (if available)
42.52	Peak monthly flow in MGD (if available)
.224	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.07	Complaints (number/sewer mile)
56.1	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.3	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
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<p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <p>There are none.</p> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <p>PPII program is being implemented in cadence with MMSD.</p>
---

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>



# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:

6/26/2024

2023

## Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	-			
Collection	A	4	3	12
<b>TOTALS</b>			<b>3</b>	<b>12</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/26/2024 2023

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City OF Franklin

Date of Resolution or  
Action Taken:

2024-07-02

Resolution Number:

Date of Submittal:

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):**

Financial Management: Grade = -

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS**

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 4.00**

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  07/02/24</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a Certified Survey Map upon property located at 11607 W Ryan Road (Boomtown, LLC, property owner).</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  G.5.  Ald. Dist. #6</p>

City Development staff recommends approval of the attached resolution to accept a landscape bufferyard easement for and as part of the approval of a Certified Survey Map.

**FISCAL IMPACT:** If adopted, the city is not required to maintain the landscape bufferyard easement area, however, the city would have the right to enforce the easement covenants.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2024-\_\_\_\_\_, authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a Certified Survey Map upon property located at 11607 W Ryan Road (Boomtown, LLC, property owner).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-\_\_\_\_\_

**RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE  
BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A  
CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 11607 W RYAN ROAD  
(BOOMTOWN, LLC, PROPERTY OWNER)**

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WHEREAS, the Common Council having approved a Certified Survey Map upon the application of S.R. Mills, Boomtown, LLC, on May 21, 2024, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0102A of the Unified Development Ordinance requires landscape bufferyards when a proposed Certified Survey Map abuts an arterial roadway (West Loomis Road), and said landscape bufferyard or plating strip to be protected by a landscape bufferyard easement; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Landscape Bufferyard Easement and having recommended approval thereof to the Common Council.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
LANDSCAPE BUFFERYARD EASEMENT  
BOOMTOWN, LLC  
RESOLUTION NO. 2024-\_\_\_\_\_

Page 2

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**LANDSCAPE BUFFERYARD EASEMENT**

Boomtown, LLC  
Tax Key No. 891-9989-005  
11607 W. Ryan Road

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and Boomtown, LLC, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, at 11607 W. Ryan Road, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor is required by Section 15-5 0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide planting strip adjacent to STH 36 (Loomis Road); and

WHEREAS, Boomtown, LLC was the applicant for a proposed Certified Survey Map as set forth in City of Franklin Resolution 2024-8152, conditionally approving a Certified Survey Map, and the City Common Council adopted Resolution 2024-8152, on May 21, 2024 Condition 7 of Resolution 2024-8152 thereof providing *The applicant must submit a landscape bufferyard easement for Common Council review and approval, prior to recording of the Certified Survey Map, and*

WHEREAS, Grantee is a “holder”, as contemplated by §700 40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement, and

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

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

Grantee’s rights hereunder shall consist solely of the following

1. To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining 11607 W Ryan Road by requiring this protected property to be open space in perpetuity, the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between 11607 W Ryan Road and STH 36 (Loomis Road),
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant





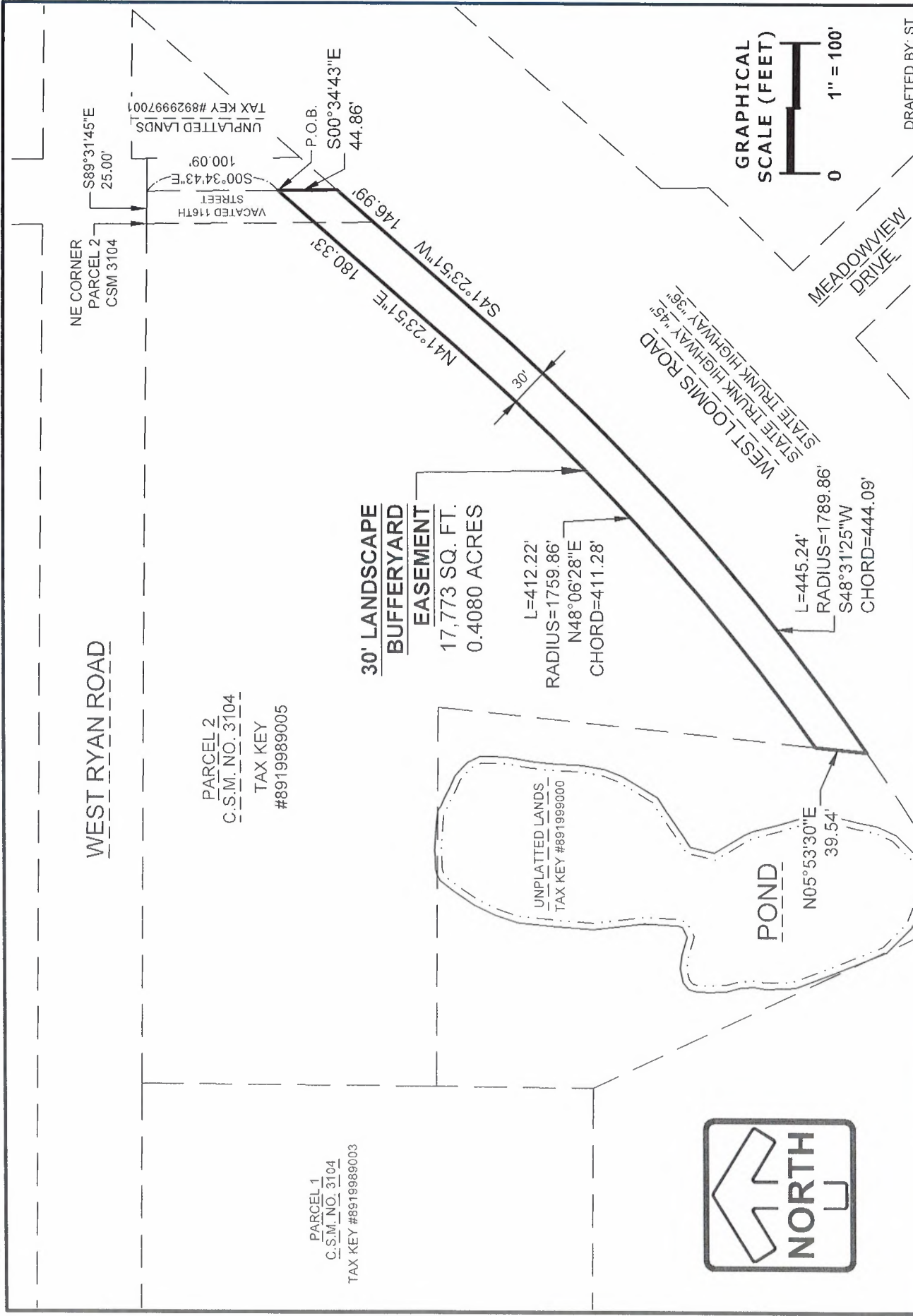




Exhibit A  
Legal Description of Property

Part of Parcel 2 of Certified Survey Map No. 3104, as recorded in the Register of Deeds office for Milwaukee County as Document No. 5115896 and that part of vacated South 116th Street, as recorded in Resolution 2018-7377 recorded in the Register of Deeds office for Milwaukee County as Document No. 10795901, in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

Exhibit B - Depiction of the Easement



# Exhibit C - Legal Description of the Easement

## LEGAL DESCRIPTION OF THE EASEMENT:

Being a part of Parcel 2 of Certified Survey Map No. 3104, as recorded in the Register of Deeds office for Milwaukee County as Document No. 5115896 and that part of vacated South 116th Street, as recorded in Resolution 2018-7377 recorded in the Register of Deeds office for Milwaukee County as Document No. 10795901, in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the Northeast corner of Parcel 2 of said Certified Survey Map No. 3104; thence South 89°31'45" East, 25.00 feet; thence South 00°34'43" East, 100.09 feet to the Point of Beginning;

Thence continuing South 00°34'43" East, 44.86 feet to the north right of way line of West Loomis Road (STH 36 & STH 45); thence South 41°23'51" West along said north right of way line 146.99 feet to a point of curvature; thence southwesterly 445.24 feet along said north right of way line and the arc of said curve to the right, whose radius is 1789.86 feet and whose chord bears South 48°31'25" West, 444.09 feet to the west line of said Parcel 2; thence North 05°53'30" East along said west line, 39.54 feet to a point on a curve; thence northeasterly 412.22 feet along the arc of said curve to the left, whose radius is 1759.86 and whose chord bears North 48°06'28" East, 411.28 feet; thence North 41°23'51" East, 180.33 feet to the Point of Beginning.



# EXHIBIT

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**SHEET 2 OF 2**

**06/17/2024**

**PLAN | DESIGN | DELIVER**

WWW.PINNACLE-ENGR.COM

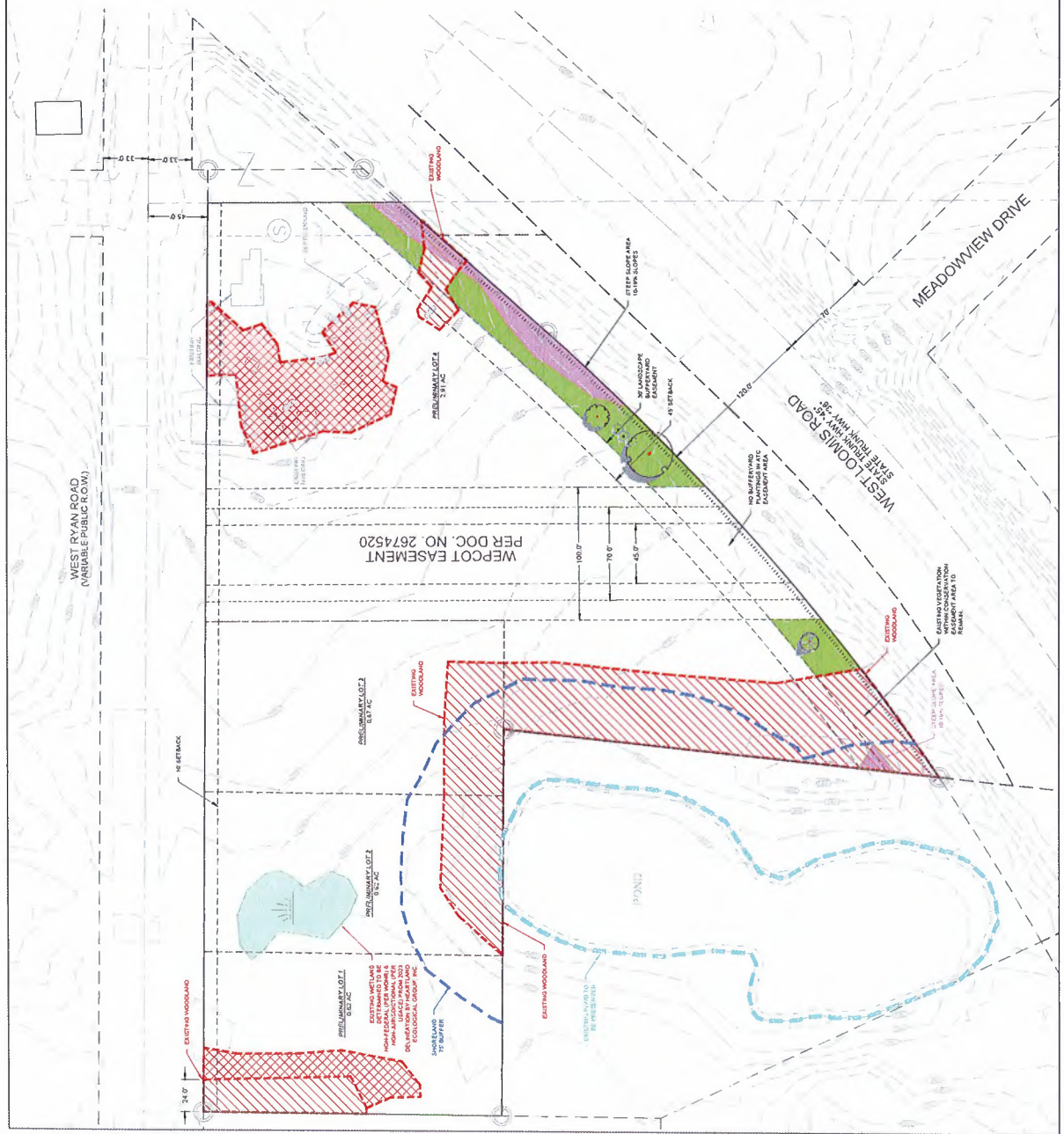
PEG JOB # 809.60A

SITE DATA	
PROJECT NAME	FRANKLIN BUSINESS PARK PARCEL 1
LOCATION/ADDRESSES	11807 W RYAN RD FRANKLIN, VA 23112
OWNER CONTACT INFORMATION	DAN SZCZAP 1101 SOUTH ST DANVILLE, VA 24040 (434) 842-2658

RESOURCE TYPE
PROPOSED LANDSCAPE BUFFER/AD AREA
WATER BUFFER AREA - 10' W/ 1% SLOPE - PER FIC SUKITED CONTIGUES
STEEP SLOPES AREA - 20-30% SLOPES - PER FIC SUKITED CONTIGUES
LAKES & PONDS - FIED ILLUSTRATED BY FIC SUKITY
SHORE BUFFER - 75' BUFFER
MATURE WOODLANDS & FORESTS
MATURE WOODLANDS & FORESTS IMPACT AREA
WETLANDS - NOT PRESENT ON SITE
FLOODPLAINS - NOT PRESENT ON SITE
WETLAND BUFFER - NOT PRESENT ON SITE (SEE NOTE THIS SHEET)
WETLAND BUFFER - NOT PRESENT ON SITE
WETLAND BUFFER - NOT PRESENT ON SITE
WETLAND BUFFER - NOT PRESENT ON SITE

\* EXISTING CONTOURS PULLED FROM INFRAWORKS 2024

CONCEPT PLANT SCHEDULE	1	1	1	3
ORNAMENTAL TREE				
EVERGREEN TREE				
CANOPY TREE				
LARGE DECIDUOUS SHRUB				



# FRANKLIN DEVELOPMENT - LANDSCAPE PLAN EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENG.COM

PLAN | DESIGN | DELIVER PEGJOB# 809.60A

05/28/24

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<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>  07/02/24</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p align="center"><b>Resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map upon property located at 11607 West Ryan Road (Boomtown, LLC, property owner)</b></p>	<p><b>ITEM NUMBER</b>  G.6. Ald. Dist. #6</p>
<p>City Development staff recommends approval of the attached resolution to accept a conservation easement for and as part of the approval of a Certified Survey Map.</p> <p><b>FISCAL IMPACT:</b> If adopted, the city is not required to maintain the conservation easement area, however, the city would have the right to enforce the easement covenants.</p> <p align="center"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2024-_____, authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map upon property located at 11607 West Ryan Road (Boomtown, LLC, property owner).</p>		

Department of City Development: RM

RESOLUTION NO. 2024-\_\_\_\_\_

**RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A  
CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 11607 WEST RYAN  
ROAD (BOOMTOWN, LLC, PROPERTY OWNER)**

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WHEREAS, the Common Council having approved a Certified Survey Map upon the application of S.R. Mills, Boomtown LLC, on May 21, 2024, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect on-site mature woodlands, shore buffers and steep slopes; and

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT  
BOOMTOWN, LLC  
RESOLUTION NO. 2024-\_\_\_\_\_  
PAGE 2

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**CONSERVATION EASEMENT**

**Boomtown, LLC  
Tax Key Number: 891-9989-005  
11607 W.Ryan Road**

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Boomtown, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

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

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature woodlands, shore buffers and steep slopes as shown on the Natural Resource Protection Plan dated 2/19/2024 as prepared by Pinnacle Engineering Group, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

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

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

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

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

Grantee's rights hereunder shall consist solely of the following

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

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

- 1 Construct or place buildings or any structure,
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and

agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;

- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
- 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris;
- 5 Plant any vegetation not native to the protected property or not typical wetland vegetation;
- 6 Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

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

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

To Grantor  
Boomtown, LLC  
Attn Stephen R. Mills  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

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

In witness whereof, the Grantor has set his hand on this date of \_\_\_\_\_, 20\_\_

BOOMTOWN, LLC

By \_\_\_\_\_  
Stephen R Mills  
President

STATE OF WISCONSIN        )  
  ) ss  
KENOSHA COUNTY         )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Stephen R Mills, as President of Boomtown, LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Boomtown, LLC

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

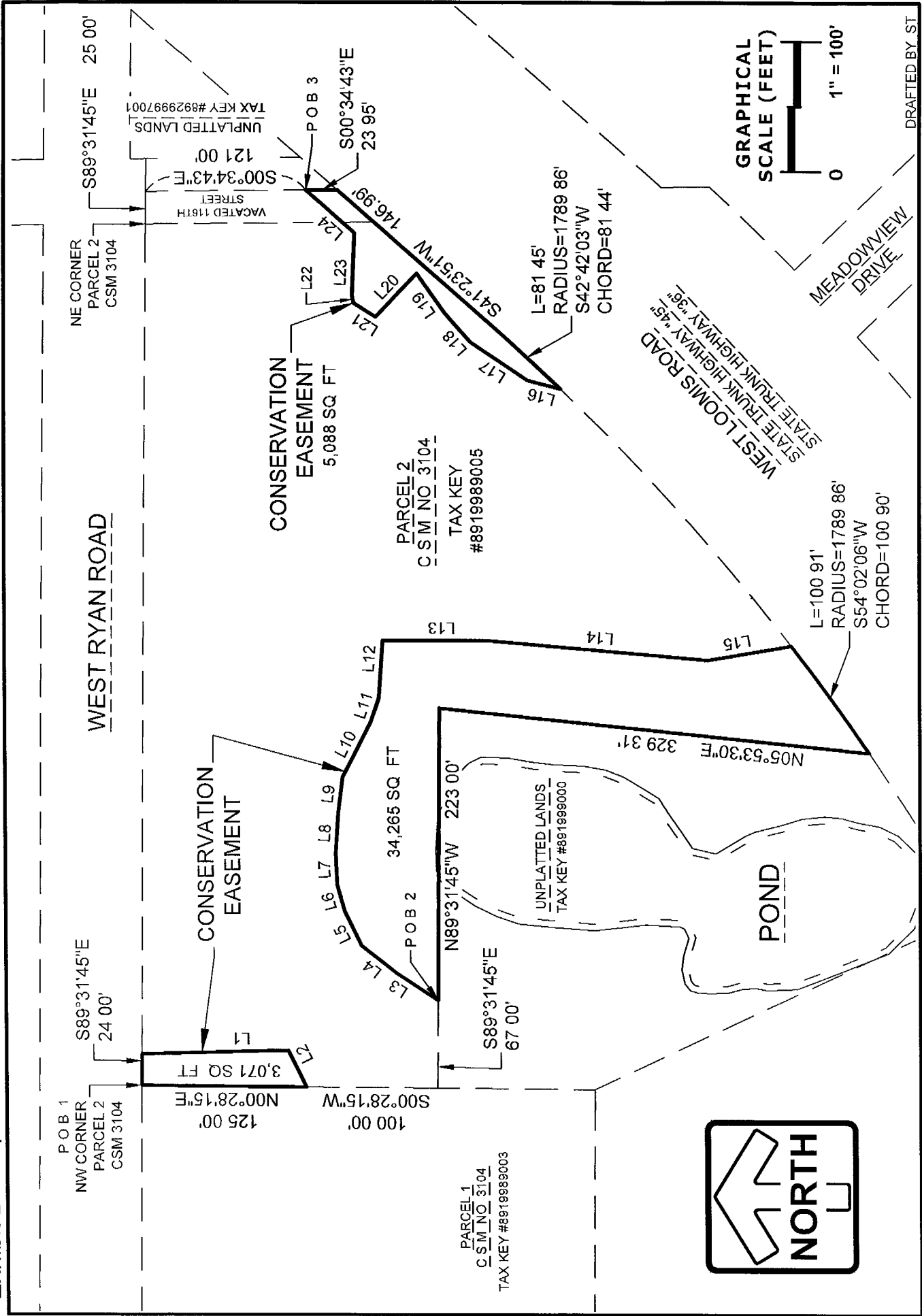




**Exhibit A**  
**Legal Description of Property**

Part of Parcel 2 of Certified Survey Map No. 3104, as recorded in the Register of Deeds office for Milwaukee County as Document No 5115896 and that part of vacated South 116th Street, as recorded in Resolution 2018-7377 recorded in the Register of Deeds office for Milwaukee County as Document No 10795901, in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

Exhibit B - Depiction of the Easement



EXHIBIT

SHEET 1 OF 2

06/17/2024

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB #809.60A

**EXHIBIT C - LEGAL DESCRIPTION OF THE EASEMENT:**

Being a part of Parcel 2 of Certified Survey Map No. 3104, as recorded in the Register of Deeds office for Milwaukee County as Document No. 5115896 and that part of vacated South 116th Street as recorded in Resolution 2018-7377 recorded in the Register of Deeds office for Milwaukee County as Document No. 10795901, in the Northeast 1/4 of the Northwest 1/4 of Section 30 Township 5 North Range 21 East City of Franklin, Milwaukee County Wisconsin, described as follows

Beginning at the northwest corner of Parcel 2 of said Certified Survey Map No. 3104 thence South 89°31'45" East along the north line of said Parcel 2, 24 00 feet thence South 01°30'39" East, 111 00 feet thence South 63°39'50" West 31 19 feet to the west line of said Parcel 2 thence North 00°28'15" East along said west line 125 00 feet to the Point of Beginning 1.

ALSO

Commencing at the said northwest corner of Parcel 2. Certified Survey Map No. 3104 thence South 00°28'15" West along the west line of said Parcel 2, 225 00 feet thence South 89°31'45" East along said Parcel 2 67 00 feet to the Point of Beginning 2

Thence North 33°25'28" East 37 74 feet thence North 38°09'28" East 33 67 feet, thence North 64°04'42" East, 29 09 feet thence North 74°23'03" East, 21 49 feet thence North 87°48'42" East 23 44 feet thence South 86°28'03" East, 30 49 feet thence South 82°39'13" East 28 07 feet thence South 62°45'21" East 47 39 feet, thence South 71°22'38" East 19 21 feet thence South 86°11'17" East 44 08 feet thence South 00°00'43" West 81 61 feet thence South 05°00'16" West, 167 14 feet thence South 09°51'52" East 64 12 feet to a point on a curve, thence southwesterly 100 91 feet along the arc of said curve to the right whose radius is 1789 86 feet and whose chord bears South 54°02'06" West, 100 90 feet to the west line of said Parcel 2 thence North 05°53'30" East along said west line 329 31 feet, thence North 89°31'45" West along said Parcel 2 223 00 feet to the Point of Beginning 2

ALSO

Commencing at the Northeast corner of Parcel 2 of said Certified Survey Map No. 3104 thence South 89°31'45" East 25 00 feet thence South 00°34'43" East 121 00 feet to the Point of Beginning 3

Thence continuing South 00°34'43" East 23 95 feet to the north line of West Loomis Road (STH 36 & STH 45) thence South 41°23'51" West along said north line 146 99 feet to a point of curvature thence southwesterly 81 45 feet along said north line and the arc of said curve to the right whose radius is 1789 86 feet and whose chord bears South 42°42'03" West, 81 44 feet thence North 14°41'30" East 25 95 feet thence North 33°57'09" East 52 33 feet thence North 48°22'58" East 30 01 feet thence North 55°16'04" East 36 68 feet thence North 46°39'10" West 45 89 feet thence North 32°17'24" East 19 92 feet thence North 79°02'18" East 6 05 feet thence South 87°51'52" East, 48 02 feet, thence North 41°22'16" East, 49 31 feet to the Point of Beginning 3

CONSERVATION EASEMENT		
LINE NO	BEARING	DISTANCE
L1	S01°30'39"E	111 00
L2	S63°39'50"W	31 19
L3	N33°25'28"E	37 74'
L4	N38°09'26"E	33 67'
L5	N64°04'42"E	29 09
L6	N74°23'03"E	21 49'
L7	N87°48'42"E	23 44'
L8	S86°28'03"E	30 49

CONSERVATION EASEMENT		
LINE NO	BEARING	DISTANCE
L9	S82°39'13"E	28 07'
L10	S62°45'21"E	47 39'
L11	S71°22'38"E	19 21'
L12	S86°11'17"E	44 08'
L13	S00°00'43"W	81 61'
L14	S05°00'16"W	167 14'
L15	S09°51'52"E	64 12'
L16	N14°41'30"E	25 95'

CONSERVATION EASEMENT		
LINE NO	BEARING	DISTANCE
L17	N33°57'09"E	52 33'
L18	N48°22'58"E	30 01
L19	N55°16'04"E	36 68
L20	N46°39'10"W	45 89'
L21	N32°17'24"E	19 92'
L22	N79°02'18"E	6 05
L23	S87°51'52"E	48 02'
L24	N41°22'16"E	49 31'

**EXHIBIT**

**SHEET 2 OF 2** 06/17/2024

**PINNACLE ENGINEERING GROUP**

**PLAN | DESIGN | DELIVER**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

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PEG JOB #809.60A



<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b> 07/02/2024</p>
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p align="center"><b>Authorize the Professional Services Agreement Between the City of Franklin and Konica Minolta Business Solutions USA – All Covered, Inc. to Provide External and Internal Penetration Testing and Reporting Services - Funded by Account Number 01-0144-5299</b></p>	<p align="center"><b>ITEM NUMBER</b>  G.7.</p>

**Background:**

As outlined within the business case for the IT operational outlay budget for 2024, after firewalls and network routing has been implemented on the newly established fiber optic ring, it is considered best security practice to perform a full external penetration test by a third-party provider. The penetration test will simulate an aggressive attack on the outer perimeter defenses, and will confirm that the new firewall has been configured and hardened correctly to thwart the attack. It is recognized that manual conversion of firewall policy and configuration rules between the Palo Alto and Fortinet environments were performed. The benefit of a manual conversion is each firewall and NAT rule is closely examined and evaluated in granting least access as possible for the communication stream. Human error can occur; therefore, it is prudent to have a full penetration test performed post the implementation of the equipment to determine if any vulnerabilities or misconfigurations exist.

**Recommendation:**

The Franklin Technology Commission reviewed all proposals and unanimously gave a motion to recommend the Konica Minolta – All Covered penetration test proposal. This proposal addressed several key issues:

- External penetration testing will be performed for all externally assigned IP address and NAT resources. This is in alignment with the City of Franklin Strategic Technology Plan, where external penetration testing is to be performed on a bi-annual basis.
- The Konica Minolta proposal will also perform a limited sampling internal penetration test as well. All servers will undergo a full penetration test, while randomly assigned workstations/laptops will be analyzed. The goal is to determine the possibility of both vertical and horizontal network access movement of a potentially compromised computer. Network routing has been significantly modified, so it is prudent to determine exactly how malware can spread on the network.
- All testing will be non-intrusive. Denial of Service attacks will be limited in order to prevent bringing down critical operational services during the testing.
- Penetration testing will utilize both automated and manual attack procedures.
- All reporting will follow the MITRE framework. Reports will indicate the probability that the vulnerability will be exposed/implemented, and the criticality of operations if the system were to be lost due to being compromised. Both factors will create a criticality score, which will be used to determine what vulnerabilities should be immediately addressed.
- Testing will be performed in two phases. The first phase will outline any critical or high priority vulnerabilities, and indicate IT corrective actions to eliminate the security issue. A second round of testing will be performed to ascertain if the remediations actually did eliminate the vulnerability.
- All outstanding vulnerabilities will be added to the IT Risk/Watch matrix and tracked by the Technology Commission until the issues are fully addressed.

**Fiscal Impact:**

Total IT operational outlay expenditures for Account 01-0144-5299 has an allocation of \$19,500 assigned for external penetration testing. The IT Sundry Contractors budget can accommodate the \$300 cost increase.

**Total Project Budget: \$19,500**

<b>External Penetration Testing (32 hosts)</b>	<b>\$9,000</b>
<b>Internal Penetration Testing (400 hosts)</b>	<b>\$9,000</b>
<b>Resting &amp; Remediation</b>	<b><u>\$1,800</u></b>
<b>Total Services</b>	<b>\$19,800</b>

**COUNCIL ACTION REQUESTED**

Motion to authorize the Professional Services Agreement between the City of Franklin and Konica Minolta Business Solutions USA – All Covered, Inc. for External and Internal Penetration Testing and Reporting Services, not to exceed the total project cost of \$19,800, funded by Account Number 01-0144-5299, with the City Attorney and Director of IT authorized to make minor technical modifications to the service agreement.

## AMENDMENT AND STATEMENT OF WORK – PENETRATION TESTING

**THIS AMENDMENT AND STATEMENT OF WORK – PENETRATION TESTING ("AMENDMENT")** is effective \_\_\_\_\_ and is for the purpose of amending the Agreement dated May 20, 2024 by and between the City of Franklin ("CLIENT") and Konica Minolta Business Solutions U S A , Inc ("CONTRACTOR") Any capitalized terms not otherwise defined herein, shall have the meaning ascribed to it in the Agreement

### WITNESSETH

**WHEREAS,** CLIENT and CONTRACTOR are parties to the Agreement dated May 20, 2024 ("AGREEMENT") whereby CONTRACTOR agreed to perform certain services for CLIENT,

**WHEREAS,** All Covered, a division of Konica Minolta Business Solutions U.S.A, Inc. ("ALL COVERED") is duly qualified and experienced as a municipal services contractor;

**WHEREAS,** ALL COVERED is a service line of CONTRACTOR; and

**WHEREAS,** in the judgment of CLIENT, it is necessary and advisable to obtain the services of the ALL COVERED for penetration testing.

**NOW, THEREFORE,** in consideration of these premises and the following mutual covenants, terms, and conditions set forth herein and, in the AGREEMENT, the parties mutually agree to amend the AGREEMENT as follows:

1. Section I, BASIC SERVICES AND AGREEMENT ADMINISTRATION, is hereby amended to add the following.

CLIENT and CONTRACTOR may enter into separate statement(s) of work for additional services from CLIENT to CONTRACTOR ("SOW(s)") and any such SOWs will be governed by this AGREEMENT and include information identifying the professional services, fees, and other information deemed necessary by the parties CLIENT may enter into SOWs with All Covered, a division of Konica Minolta Business Solutions U.S.A, Inc. and a service line of CONTRACTOR and operates under the same name and legal responsibility as CONTRACTOR.

Attachment B, Statement of Work: External and Internal Network Penetration Testing (Proposal Reference SF00014008) ("TESTING SOW"), is attached to and incorporated into this AGREEMENT by this reference All Covered, a division of Konica Minolta Business Solutions U.S.A , Inc. will provide the professional services identified in the TESTING SOW.

2 Section II, FEES AND PAYMENTS, is hereby amended to add the following subsection

E Any SOW entered into by the parties pursuant to this AGREEMENT shall identify the fees for the professional services described therein

3. Section XI, CONTROLLING TERMS AND CONDITIONS, is hereby amended to include the following

Notwithstanding the foregoing, the parties agree that for the TESTING SOW, the terms and conditions in that TESTING SOW shall govern in the case of conflict between this AGREEMENT and that TESTING SOW

This AMENDMENT and the AGREEMENT constitute the entire understanding between the parties hereto with respect to the subject matter hereof and supersede all negotiations, representations, prior discussions and preliminary agreements between the parties hereto relating to the subject matter hereof Except as provided in this Amendment, the Agreement will remain in full force and effect

**IN WITNESS WHEREOF**, the parties hereto have signed and executed this AMENDMENT as of the date first above written

CITY OF FRANKLIN, WISCONSIN

All Covered, a division of Konica Minolta  
Business Solutions U.S.A., Inc.

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME John R. Nelson

PRINT NAME \_\_\_\_\_

TITLE Mayor

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Danielle L Brown

TITLE Director of Finance and Treasurer

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Shirley J Roberts

TITLE City Clerk

DATE \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Jesse A Wesolowski, City Attorney

DATE \_\_\_\_\_

**ATTACHMENT B**

**STATEMENT OF WORK: EXTERNAL AND INTERNAL NETWORK  
PENETRATION TESTING (PROPOSAL REFERENCE: SF00014008)**

# Company Profile

## Who We Are

Depth Security is the IT Security Services Group of All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc., a New York corporation. We were founded by a small group of information security engineers and are still run by the same team today. Our team culture is deeply anchored in experience, creativity, and talent. Unlike many of our competitors, we've spent decades in the trenches of IT security, not 50,000 feet up in the clouds.

We've been key players at some of the largest IT security organizations and led some of the best corporate information security teams for enterprise organizations. We not only designed next-level information security solutions, but we also built them and were responsible for the day-to-day SecOps in some of the most challenging environments. Most importantly, we've walked in our client's shoes and we understand.

When you engage Depth Security as a trusted information security partner, you gain access to our full range of consulting services. We leverage our experience, knowledge, and contacts to make you successful.

## Depth Security

2131 Washington Street

Kansas City, MO 64108

Phone 816-299-4123

Fax 816 299-4121

<https://www.depthsecurity.com>

## How We Are Different

**We Don't Outsource to Other Entities** – Every person on our team is exclusively a full-time employee of Depth Security.

**Conservative and Contextual Severity Ratings** – Our severity ratings are based on the real-world applicability and context of the finding. If a flaw is rated as "Critical" severity, it is accompanied by a detailed attack chain with exploitation and escalation.

**Quality Over Quantity** – Our goal is to provide consumable deliverables in the most concise way. We strive to deliver our value through the quality of our findings rather than quantity.

**Real-World Attack Scenarios** – We do not just tell you, "you're vulnerable," we show you. Screenshots and easy-to-understand descriptions reveal each vulnerability's true risk.

**Discovery of Unknown or "0-day" Vulnerabilities** – We have discovered and responsibly disclosed dozens of unknown flaws in commercial, off-the-shelf software and infrastructure during assessments for our clients in the past few years alone.

**Remediation Verification Included** – Every internet-facing assessment includes remediation verification at no additional cost. After you think you have resolved the vulnerabilities we identify, we will recheck them for you to make sure they have been appropriately remediated.

**We Find Flaws Other Firms Miss** – Not only flaws but critical severity flaws. It's common for us to demonstrate a catastrophic compromise after other assessors provide a "clean bill of health."

**We've Been in Your Shoes** – We understand that defending an organization is more difficult than attacking one. And we've been on both the corporate security and consultative sides of the house.

**Better Defense Through Offensive Knowledge** – We use our offensive expertise and defensive experience to build better defenses for our clients.

We are **Not Everything to Everyone** – We aren't a "one-stop" shop for all of your information security needs. We stay focused and only provide services and solutions that we believe in and can execute on.

**Transparency and Integrity** – It sounds cliché, but these concepts are at the foundation of everything we do. The InfoSec industry is full of smoke and mirrors. We're the opposite.

**If There's A Way In, We'll Find It** – It's not just our tagline, we live and breathe this every day.

## Security Assessment Drivers

We understand that organizations request assessment services for varying reasons. Our goal is to provide deliverables that meet our clients' specific needs, given their unique business requirements.

**Industry Regulation (PCI, HIPAA, SOX, GDPR, GLBA, FISMA, ISO 27001, 23 NYCRR 500, etc.)**

– Properly performed, security assessments of in-scope applications and networks can fulfill and validate compliance with industry regulations like the PCI DSS and PA-DSS.

**Partner/Vendor Agreement** – New business partners often have security standards that include security assessments of pertinent applications or networks as a requirement.

**Potential Clients** – Application providers are often tasked by prospective clients to provide an independent security assessment of a web application before sales can commence.

**Incidents** – Have you had a security incident, or are you concerned about a potential event?

**Due Diligence** – Organizations not conducting proper penetration testing are at risk of fines, liability, and even cyber insurance claim denial.

**Justification** – There is no better way to justify additional cybersecurity resources than showing executive management and security-stakeholders significant penetration testing results.

**Insurance Requirements** – Cyber risk insurance policies often stipulate penetration testing. Comprehensive policies usually require that testing occur during underwriting as well as continuously during the time the policy is valid.

## Company Contacts

### Sales

**Tucker Hawkinson** / 816 203 8857 / [thawkinson@depthsecurity.com](mailto:thawkinson@depthsecurity.com)

### Project Management

**Jennifer Rogers** / 763 852 1660 / [jrogers@depthsecurity.com](mailto:jrogers@depthsecurity.com)

**Luke Baker** / 816 591 3606 / [lbaker@depthsecurity.com](mailto:lbaker@depthsecurity.com)

# Proposal

## Introduction

City of Franklin has requested a proposal for Enterprise Penetration Testing. This engagement includes

- External Network Penetration Testing

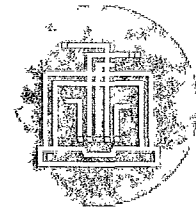
- Internal Network Penetration Testing

We appreciate the opportunity to respond to this request and welcome any questions or comments. The following proposed services are in response to a request by Jim Matelski on February 28, 2024 and can be customized further in the event the requirements change.

## Summary of Requested Services

### External Network Penetration Testing

Understanding real-world information security threats and associated risks within the context of your organization has never been more challenging or essential. Without an accurate understanding of precisely what your internal security posture looks like, it's nearly impossible to know where to spend time and resources and in what order. Statistics often cite the majority of breaches being of an internal nature. However, perimeter services have ~seven billion potential attackers, while internal services always have some significant fraction of that.



Our external network penetration testing service provides the quickest path to ground when you are trying to ascertain the real-world risk posed to your external infrastructure, applications, and users. Performed from the perspective of an Internet-based attacker, we simulate real-world attacks on your organization by focusing on internet-exposed assets and users. We use the same techniques and tools that attackers do to show you what is possible.

Our mature methodology goes beyond automated network scanning to include manual testing, real-world attack scenarios where applicable, and elimination of all false-positive results. Instead of guessing about the impact and what "could" happen, we show you what can happen and provide play-by-play details of how and why exploitation occurred. We then offer prioritized tactical and strategic recommendations for how to address the issues discovered. We provide this data in an easily consumable format for multiple audiences, including executives, managers, and technical staff.

#### Highlights:

- Manual validation of every finding
- Real-world attack scenarios, step-by-step exploitation narrative
- Mature, experience-driven methodology, thousands of assessments performed
- Prioritized, short and long-term recommendations
- Executive, management and technical reporting sections
- Remediation verification included



## Internal Network Penetration Testing

Understanding real-world information security threats and associated risks within the context of your organization has never been more difficult or important. Without an accurate understanding of exactly what your internal security posture looks like, it's nearly impossible to know where to spend time and resources and in what order.

We live in a world where seriously effective hacking tools, and the techniques necessary to use them have never been more readily available. For instance, *several* different publicly accessible tools allow an attacker with basic AD credentials to automatically escalate to Domain Admin privileges. Insecure-by-default Windows services like LLMNR and IPV6 allow potentially catastrophic attacks by uncredentialed attackers with relatively low skill.

Our internal network penetration testing service provides the quickest path to ground when you are trying to ascertain the real-world risk posed to your internal infrastructure, applications, and users. Executed from the inside of your organization's network, we simulate real-world attacks on your organization by an unauthorized entity. No credentials are required for this engagement. We use the same techniques and tools that attackers do to show you what is possible.

Our mature methodology goes beyond automated network scanning to include manual testing, real-world attack scenarios where applicable, and elimination of all false-positive results. Instead of guessing about the impact and what "could" happen, we show you what can happen and provide play-by-play details of how and why exploitation occurred. We then offer prioritized tactical and strategic recommendations for how to address the issues discovered. We provide this data in an easily consumable format for multiple audiences, including executives, managers, and technical staff.

### Highlights:

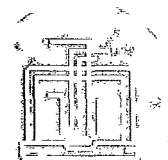
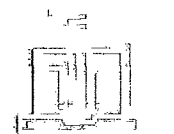
- Manual validation of every finding
- Real world attack scenarios, step by step exploitation narrative
- Mature, experience-driven methodology, thousands of assessments performed
- Prioritized, short and long term recommendations
- Executive, management and technical reporting sections

## Wireless Security Testing

Wireless networks transcend physical boundaries, allowing organizations the freedom of mobile network access. However, improperly configured wireless networks create grave security risks for organizations intending to protect their sensitive information. Wireless security testing examines the wireless networks available from in-scope premises specified by the client. These networks are then assessed for:

- Secure configuration
- Strong authentication and encryption
- Proper guest wireless network segmentation

Penetration is attempted on insecure wireless networks. Techniques include but are not limited to.



Cracking keys on weak wireless protocols such as WEP and WPS

Offline dictionary attacks on weak WPA preshared keys

Evil twin RADIUS server attacks on misconfigured 802.1x/PEAP clients

Attacking corporate systems that are mingled with wireless guest networks

Abusing insufficient segmentation between guest wireless and internal networks

Captive portal cloning and evil twin attacks

# Scope of Work

External Network Penetration Testing
<b>Duration:</b> 5 business days
<b>Location:</b> Offsite
<b>Scope:</b> Up to 32 Live Hosts 216.56.29.0 /26
<b>Notes:</b> External Domain: franklinwi.gov

Internal Network Penetration Testing
<b>Duration:</b> 5 business days
<b>Location:</b> Offsite
<b>Scope:</b> Sampling of approximately 400 Live Hosts of 650 total on the network 10.192.0.0/16, 10.248.0.0/16
<b>Notes:</b> Depth Security appliance will be deployed in one location for internal testing

Internal Network Penetration Testing Remediation Verification
<b>Duration:</b> 1 business day
<b>Location:</b> Offsite
<b>Scope:</b> Client specified list of remediated vulnerabilities
<b>Notes:</b> Depth Security appliance will be deployed in one location for internal testing

# Deliverables

The assessment report will contain each section listed below

## Executive Summary

The executive summary is a high-level report summarizing the results, interpretations, and recommendations gathered throughout the engagement. The information is presented at a level that is useful for executive decision making.

## Management Summary

The management summary is a mid-level report of specific notable items encountered during the assessment. This information can be used by project management personnel to assign resources and plan dependencies around mitigation efforts.

## Assessment Details

The technical detail table will provide the network or software engineer the specific details needed to understand the issues discovered as well as evaluate the implementation of our specific recommendations.

Upon request, Depth Security will also provide the following deliverables:

## 3<sup>rd</sup> Party Documentation / Letter of Assessment

Organizations have a variety of requirements for proving due diligence to 3<sup>rd</sup> parties. We can provide anything from a letter of assessment describing the project at a high level to a detailed list of what was identified and exploited.

## Custom Tracking Spreadsheets

Often our clients will request a findings spreadsheet to help them track remediation statuses during mitigation efforts. We can generate such reports, including whichever fields the client needs.

# Assessment Fees

Services	Costs
<b>External Network Penetration Testing</b> <i>Scope: Up to 32 Live Hosts; 216 56.29.0/26, franklinwi.gov</i>	<b>\$9,000.00</b>
<b>Internal Network Penetration Testing</b> <i>Scope: Approximately 400 Live Hosts</i>	<b>\$9,000.00</b>
<b>Internal Network Remediation Verification</b> <i>Scope: Client specified list of remediated vulnerabilities</i>	<b>\$1,800.00</b>
	<b>Total: \$19,800.00</b>

Remediation verification valid for identified findings only and does not constitute a new assessment  
Remediation verification valid for up to 60 days after report delivery with new systems/pages/functionality not in-scope  
Limit of *one (1)* verification request per assessment, not per finding  
Prices quoted are for business-hours testing only  
Client to provide explicit list of *remediated* findings for verification  
Proposal valid for 30 days

# Statement of Risk

The objective of **Offensive Security Testing** is to identify security vulnerabilities to allow the Client to remediate issues in a planned manner, thus enhancing their security posture. With regard to the **Offensive Security Testing** referenced in this proposal, the Client hereby acknowledges and agrees

1. Client Acknowledgment Information/Network/System/Application security is a continually growing and changing field and that **Offensive Security Testing** provides a measurement of an environment's protections, maturity, and resiliency. However, this testing is a measurement only and cannot guarantee an environment is secure from every form of attack. Results are relevant only to testing performed within the scope of this agreement at the point in time executed.

2. Custom Methodology, Limitations Depth Security will perform testing using a custom methodology which attempts to identify security vulnerabilities and/or configuration errors on one or more computer systems owned and/or operated by the Client. Testing accuracy and efficacy is limited by

- a. Scope Client is responsible for providing accurate scoping information
- b. Time Every effort is made to accurately estimate the amount of time required for thorough coverage. However, time allotted is a function of both scope and budget that is mutually agreed upon by both parties executing this agreement.
- c. Skillset: Depth Security will provide experts qualified in the areas scoped for this engagement.
- d. Controls Preventative controls may exist that mask or otherwise hide security weaknesses from testers

3. Client Responsibility to Provide Awareness The methods, techniques and tools used within the methodology are similar in nature to those used by threat actors, or "hackers", attempting to compromise the assets in scope. This engagement may produce logs and/or alerts indicating compromise within the Client's environment. It is the Client's responsibility to provide awareness to teams responding to these indicators at the level the Client deems appropriate.

4. Client Representation of System Ownership Client has the legal right to subject the designated systems in the provided scope to the aforementioned testing and that if it is not the owner of the asset, it has obtained such right from the legal owner of the system.

5. Data Back-up Client has the sole responsibility for adequate protection and backup of data and/or equipment used in connection with this scoped testing and hereby waives any claim against Depth Security for lost data, re-run time, inaccurate output, work delays or lost profits resulting from this engagement.

6 Disruption to Client Systems Depth Security will take reasonable steps to preserve the operational status of all tested systems. If the exercise appears to be causing a real or suspected disruption to the Client's activities, operations, or production systems, the assessor(s) will immediately halt the exercise and notify the Client. If Client notices or suspects that its activities, operations or production systems have been disrupted by system testing, it will notify the assessor immediately. Due to the sensitive nature of this scope of work, it is imperative that the Client understands the associated risks.

7 Use of Tools and Methods Depth Security is authorized to perform the component tests listed in this agreement, at its sole discretion, using appropriate tools and methods.

8 Confidentiality All information related to this testing will be treated as highly confidential data, with commensurate protections.

9 Testing Credentials Client is responsible for managing/disabling/deleting testing credentials, or any other access granted for performance of the engagement once testing has concluded.

10 Timeline, Scheduling Once a project start date has been mutually agreed upon, and added to the schedule, Depth Security requires a minimum of 10 business days before that date for a project to be rescheduled. Any rescheduling requested within the 10-day window before the start date will be subject to resource availability and cannot be guaranteed. In the event a project cannot be started on the agreed upon date but was not rescheduled by the Client prior to commencement, the project will incur a 25% rescheduling fee.

# Affirmation of Understanding

Client understands the aforementioned Statement of Risk and authorizes Depth Security to use these and similar methods to accomplish the goals of this project. Client understands that Depth Security has agreed not to divulge any information regarding the details of the assessment or evidence collected to any third party not covered by an applicable Non-Disclosure Agreement without the explicit written authorization of the designated primary contact and authorizing agent or chief officer of the client's organization. Depth Security agrees to provide complete disclosure of all information gathered, including copies of data and evidence, and reports created by the assessor, and will keep the organization informed of all activities, operations, and proceedings of the assessment. Client agrees to provide open avenues for communication and timely response to calls during the assessment.

Client grants Depth Security permission to perform research, make recommendations, follow the course of action within the scope of work, and agree to the terms of risk as contained in this document.

This Statement of Work is subject to the Terms and Conditions of Service set forth in Appendix B.

Client understands and agrees that all services and deliverables are provided in accordance with and subject to the Terms and Conditions of Service set forth in Appendix B.

The below-signed parties have reviewed this Statement of Work and agree to the stated scope and price of work and associated terms and assumptions.

**Project Name:** Enterprise Penetration Testing

**Project Cost:** \$19,800.00

**Accepted by:** City of Franklin

**Terms:** Net30 Billed from Date of Report Delivery

Client Name (Print)

Client Title

Client Signature

Date

Purchase Order Number

All Covered a division of Konica Minolta Business Solutions U.S.A., Inc. Name (Print)

All Covered a division of Konica Minolta Business Solutions U.S.A., Inc. Title

All Covered a division of Konica Minolta Business Solutions U.S.A. Inc. Signature

Date



# Appendix A

## Severity Rating Methodology

The impact and probability of an event are commonly used measurements for classifying the risk of a vulnerability. Organizational impact is usually defined in cost with probability being defined as the annual likelihood of an event occurrence. Since the impact of a given event can vary greatly between different organizations, Depth Security uses a "perceived impact" rating that relatively estimates the impact of vulnerability exploitation. Similarly, the probability of the same event occurring can vary drastically between or even within the same organization. Depth uses a "perceived probability" rating that relatively estimates the probability of each vulnerability being exploited.

The matrix below demonstrates how severity is determined for each vulnerability identified:

		<b>Critical</b>	
		← <b>PROBABILITY</b> →	
Lowest		Highest	
Highest		High	High
↑	Low		High
IMPACT	Low	Low	
↓			
Lowest	Informational		

**Informational** – This additional severity ranking is used when the assessment team has found an issue that does not introduce risk, but should be addressed as a best practice.

## Remediation Status Methodology

During retesting, it often becomes necessary to keep track of the remediation status of identified vulnerabilities. Depth Security uses the following rating system to describe the remediation status of each vulnerability.

STATUS	DESCRIPTION
Not Remediated	The issue still existed during remediation verification.
	The issue was only partially remediated.
	The issue has been properly remediated.

## Network Penetration Testing Methodology

The details of our network penetration testing methodology have been refined over the course of many assessment engagements. However, it follows the seven high-level sections specified by the Penetration Test Execution Standard

### Pre-Engagement Interactions

- Project requirements gathering
- Target identification and scoping
- Proposal presentation
- Proposal signing
- Project scheduling
- Kickoff meeting held
  - In scope targets discussed and verified
  - Identify testing windows and testing time exclusions
  - Identify systems and services to exclude from testing
  - Notification guidelines established for exploitation and post-exploitation
  - Rules of engagement established

### Intelligence Gathering

- ✦ Network reconnaissance
- ✦ Domain reconnaissance
- ✦ UDP/TCP/ICMP port scanning
- ✦ Operating system fingerprinting
- ✦ Remote access endpoint detection
- ✦ Service banner enumeration
- ✦ SSL/TLS version & cipher enumeration
- ✦ Username/email address harvesting and list creation
- ✦ Screenshot inventory of all web services
- ✦ Web services directory enumeration
- ✦ Probing of dynamic web application content

### Threat Modeling

- ✦ Organizational network pain-points and worst case-scenarios discussed with client
- ✦ Key assets such as remote access, CRM, webmail, apps containing client data identified and targeted
- ✦ Many threats such as phishing, wireless, physical, and others not commonly performed unless explicitly scoped
- ✦ Basic network threat models assumed
  - External Network Penetration Test An external attacker conducts server-side attacks against an organization's perimeter, with a goal of compromising it, pivoting through to attack internal networks, and eventually escalating privileges to control the enterprise
  - Internal Network Penetration Test An unauthenticated, attacker with internal network access conducts server side attacks against an organization's internal systems with a goal of escalating privileges to control the enterprise
  - Wireless Penetration Test An external attacker within range targets an organization's wireless networks, attempting to gain unauthorized access
  - Trusted Access Penetration test A vendor, employee, partner, consultant, or other entity abuses an organization's trust, using their credentials to gain unauthorized access to sensitive data and systems, eventually escalating privileges to control the enterprise

## Vulnerability Analysis

Evasive TTPs used during testing if explicitly scoped and established in rules of engagement  
Automated network vulnerability scanning of identified systems and services  
Automated application vulnerability scanning of identified web services  
Manual testing of identified systems and services  
Identify known vulnerabilities within open-source / commercial off the-shelf applications  
Password spraying against significant endpoints such as remote access and AD integrated apps  
Validation of automated result sets, removal of false positives

## Exploitation

Exploitation to proceed based on established rules of engagement  
Exploits that require user-interaction such as XSS and phishing used only if explicitly scoped and established in rules of engagement  
Pre-report **critical** findings notifications sent per established rules of engagement  
No destructive (Denial of Service) exploits unless explicitly requested by client  
Proof of concept exploitation of exploitable systems and services

## Post-Exploitation

- › Post-Exploitation to proceed based on established rules of engagement
- Pivot through exploited perimeter systems to attack internal networks and systems
- › Local privilege escalations on individual systems
- › Lateral movement through credential reuse, hash passing, token impersonation, etc
- › Escalate privileges network-wide by abusing weaknesses in Active Directory
  - Hop trusts and forests when applicable
  - Proof of concept access to sensitive data established by rules of engagement, examples
    - Escalate to domain admins privileges within Active Directory forest root
    - VIP/HVT email inbox access
    - Unauthorized sensitive database access
    - Unauthorized intellectual property access
    - Access employee payroll system
    - Dump all accounts and hashes from Active Directory

## Reporting & Post-Engagement Interactions

- Finding severity estimation based on perceived attack likelihood and impact
- Reporting delivered with three levels of detail Executive, Management, and Details
- Step by-step screenshots reproducing attack scenarios when applicable
- Executive summary with tactical and strategic recommendations
- Wrap-up meeting with findings presentation
- Q&A with client's technical, management, and executive leadership as necessary
- One remediation verification per report on external (remote) tests within 60 days of report delivery
- Remote (Web Conference) executive presentation of findings at clients request
- 3<sup>rd</sup> party letters of assessment & issue tracking spreadsheets available by request

## Commonly Used Tools

- DNS Reconnaissance
  - Sublist3r
  - Subfinder
  - Aquatone

- Fierce
- Gobuster
- Amass
- Reverse WhoIS
- Reverse DNS
- NSLookup
- Dig
- Armory
- Network Reconnaissance
  - Whois
  - Shodan
  - Censys
  - Nmap
  - Masscan
  - Perimeterator
  - BGP Toolkit
  - Armory
  - PassiveTotal
- Automated Network Vulnerability Scanners
  - Qualys
  - Nessus
- Automated Application Vulnerability Scanners
  - BurpSuite Pro Scanner & Extensions
  - Nikto
  - ZAP
- Web Enumeration
  - FuFF
  - Gobuster
  - Dirbuster
  - Dirb
  - Gowitness
  - BurpSuite Pro Spider, Crawler, & Intruder
- Mobile Apps
  - Drozer
  - Needle
  - Scrounger
  - MobSF
  - BurpSuite Pro Proxy & Extensions
  - ZAP
  - ADP
  - QARK
  - Hopper
  - Jad
- Email Address Enumeration
  - TheHarvester
  - Maltego
  - LinkedInt
  - MailSniper
- Evasion
  - SpookFlare
  - Invoke-Obfuscation
  - PyFuscation

- SharpShooter
- SharpSploit
- Veil Toolkit
- Offensive DLR
- Exploitation
  - Metasploit
  - Powershell Empire
  - Social Engineer Toolkit
  - Spear Phishing Toolkit
  - Sqlmap
  - Exploit db / Github / Custom Exploit Code
  - Responder
  - Multirelay
  - Mitm6
  - Ettercap/tcpdump/WireShark/dsniff/arp spoof/sslstrip
  - BurpSuite Pro Repeater & Extensions
  - Rul3r
  - Ysoserial
  - Ysoserial net
- Post Exploitation
  - Metasploit
  - Powershell Empire
  - PowerView
  - BloodHound
  - Mimikatz
  - CrackMapExec
  - Impacket
- SSL/TLS Security
  - Ssltest
  - SSL Labs
- CMS Tools
  - Cms Explorer
  - BlindElephant
  - WPScan
  - JoomScan
- Login Attacks
  - Burp Intruder
  - Hydra
  - Ncrack
- BurpSuite Extensions
  - Active Scan++
  - Additional Scanner Checks
  - J2EEScan
  - Java Deserialization Scanner
  - WSDL Wizard
  - EsPReSSO
- Password Cracking
  - John the Ripper
  - Hashcat
- Wireless
  - Aircrack-ng
  - coWPAtty

- FREERADIUS WPE
- PwnSTAR
- eaphammer
- Kismet/giskismet/gpsd

New Targets, New Day, New Tools

- The tools mention above are only basic examples
- Tool usage changes over time and between assessments
- It would be rare to conduct a penetration test without discovering and using at least one new exploit/tool/script/github repo/burp extension/etc
- We occasionally discover 0 day vulnerabilities in commercial software during penetration tests and write our own exploits

# Appendix B

## TERMS AND CONDITIONS OF SERVICE

### 1. SERVICES

Depth Security agrees to provide consulting and professional services described in the Statement of Work for Client. Any additional services requested by Client and accepted by Depth Security will be in the form of subsequent Statements of Work executed by the parties. Each Statement of Work shall contain, among other provisions, a description of the services to be performed and the systems to be provided, the delivery or performance schedule, an estimate of the number of consulting hour/days required, the personnel of Depth Security providing the services, processing charges, fee rates and all other costs.

### 2. TERMINATION

Either party may terminate the Statement of Work if the other party has materially failed to perform its obligations hereunder and not cured such failure within ten (10) days of receipt of written notice thereof.

### 3. ASSIGNMENT OF PERSONNEL

a Client shall have the right to meet with Depth Security's personnel to be assigned to confirm the technical qualifications of the personnel prior to assignment to Client. Depth Security shall furnish competent personnel for fulfillment of its obligations.

b Should Client become dissatisfied with the performance of any personnel of Depth Security assigned to a specific project under a Statement of Work, Client shall immediately notify Depth Security of the unsatisfactory performance and Depth Security shall replace that person as soon as is reasonably practical following Client's request.

### 4. RELATIONSHIP OF PARTIES

Personnel of Depth Security shall be and remain at all times during any assignment employees of Depth Security and services shall be performed for Client by Depth Security as an independent contractor. Depth Security shall be solely responsible for: 1) services performed by personnel of Depth Security, 2) payment of all compensation owed to personnel of Depth Security, including payment, if applicable, of employment-related taxes and benefits and worker's compensation insurance, and 3) the filing of all required employment returns and reports, and the withholding and/or payment of all applicable federal, state and local taxes or other assessments based on wages or employment. Depth Security shall indemnify, defend and hold harmless Client from any employment-related tax assessment, penalties, interest, fines, reasonable attorney's fees and other costs incurred by Client as a result of Depth Security's breach of this paragraph.

Personnel of Depth Security shall not be eligible to receive any Client benefits including, but not limited to, health and welfare benefits and benefits under Client retirement plans.

### 5. PRICES AND PAYMENT

a All services performed by Depth Security shall be rendered in accordance with the consulting and/or development costs set forth in a Statement of Work.

b Client will pay Depth Security per the terms identified in a Statement of Work. Depth Security's personnel will work within Client's normal business hours. Travel time by Depth Security's personnel to Client's premises will not be reimbursed.

c Depth Security shall give Client a minimum of thirty (30) days written notice of any proposed rate increases in its schedule of fees. If Client makes changes in the scope of the work set forth in a

Statement of Work and such changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule shall be agreed upon and a new Statement of Work reflecting the changes will be executed

d. Depth Security shall invoice Client for all services provided and reasonable out-of-pocket expenses authorized by Client and incurred under this Statement of Work through the date of such invoice. All invoices shall prominently reference Client's purchase order number. The invoice shall be accompanied by a statement setting forth a full description of the services and materials supplied, the dates of performance, the personnel utilized by Depth Security, the reimbursable expenses incurred, if any, and must include copies of all substantiating documentation for services performed or expenses reimbursed.

e. Depth Security shall keep complete and accurate financial records relating to the services performed and materials supplied pursuant to this Statement of Work. All of said records shall be retained by Depth Security for a minimum of five (5) years. Depth Security shall provide Client, its auditors, regulators or security personnel, reasonable access to inspect, examine and audit true and correct copies of the records of Depth Security that are relevant to the services and materials supplied to Client pursuant to this Statement of Work.

f. Payment of undisputed amounts shall be made by Client within thirty (30) days after Client's receipt of Depth Security's invoice. Disputed amounts shall be paid within thirty days of resolution.

#### **6. SOLICITATION OF EMPLOYMENT**

The parties acknowledge that each other's business is dependent upon being able to attract, train and keep qualified persons and adequately utilize its employees. Unless it first obtains the prior written consent of the other party, neither party to this Statement of Work shall directly nor indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of the other party's employees to leave the employ of the other party, or hire or retain as an employee or as an independent contractor the other party's employees, during the term of this Statement of Work and for one (1) year immediately following the termination of the foregoing for any reason. Should either party solicit, hire or attempt to hire any employees from the other party during this period, the hiring party agrees to pay the other party as liquidated damages and not a penalty, within thirty (30) days of such event, a finder's fee of two (2) times the relevant person's most recent monetary compensation (including bonuses) received during the preceding twelve (12)-month period with such non-hiring party (annualized for the purpose of calculating said finder's fee for employees engaged for less than twelve (12) months).

#### **7. PROPRIETARY INFORMATION**

a. During the confidential relationship established herein, Client may communicate to Depth Security certain information to enable personnel of Depth Security to render the services hereunder and/or Depth Security's personnel may discover or learn certain confidential information relating to Client's business. Depth Security will use the same degree of care to avoid disclosure or use of confidential information as Depth Security employs with respect to its own proprietary information, and will (i) treat and obligate its employees who have a "need to know" to treat as secret and confidential all information whether or not identified as secret and confidential including, but not limited to, shareholder information and the identification of any stock held by Client or its affiliated companies as part of its portfolio of securities, marketing, business and strategic plans, financial records, personnel records, computer hardware and software as well as their specifications and output, (ii) not disclose any such information or make available any reports, recommendations and/or work product which Depth Security produces for Client to any person, firm, or corporation or use it in any manner other than as described herein.



b To the extent Depth Security is permitted to, and does, subcontract some or all of its duties to a third party, Depth Security agrees to enter into a confidentiality agreement no less restrictive than the foregoing with such third party

c Information shall not be deemed confidential if the Depth Security can show that the information

- is previously known to Depth Security, without breach of this Statement of Work,
- is publicly disclosed through no wrongful act of Depth Security,
- is received from a third party without breach of this Statement of Work,
- is developed independently by Depth Security without access to Client's confidential information or is approved for release by written authorization of Client

The receiving party shall have the burden of proof with respect to any claimed exception to the obligations of confidentiality

d. Upon completion of the services set forth in this Statement of Work, or upon the termination of this Statement of Work, Depth Security will return to Client all Client documentation and information furnished to Depth Security and in Depth Security's possession.

#### **8. PATENT AND COPYRIGHT; PUBLICITY**

Depth Security represents and warrants that the services provided by Depth Security shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right of any third party. All work products relating to the services provided by Depth Security under this Statement of Work which is developed during the performance of services provided by personnel of Depth Security shall be deemed to be work made for hire within the meaning of the Copyright Act and shall be the exclusive property of Client.

#### **9. INDEMNIFICATION**

Depth Security agrees to indemnify, defend, and hold each of Client, its affiliated companies, and the officers, directors, employees, agents, and assigns thereof harmless from and against any and all liabilities, claims, causes of action, demands, damages, judgments, appeals, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from any representation, warranty, duty or obligation of Depth Security set forth herein. Notwithstanding the foregoing, Client will be responsible for and will similarly indemnify Depth Security against infringement claims arising directly from information provided to Depth Security by Client.

#### **10. INSURANCE COVERAGE**

The Depth Security shall, at their own expense, purchase and maintain insurance for the duration of this agreement or any extension thereof, as set forth herein. The insurance required of Depth Security under this agreement must provide that the insurer may not cancel the insurance its coverage until it has given written notice of the intended cancellation to Client, with respect to which Client has furnished to Depth Security a notice address, at least thirty (30) days in advance of the effective date of that action. Such insurance shall be written as occurrence (not claims-made) for not less than the following limits, or greater if required by law.

##### **INSURANCE GUIDELINES**

1. Workers' Compensation and Employers' Liability meeting statutory limits mandated by State and Federal laws.
2. Commercial General Liability including coverage for Premises and Operations, Independent Contractors' Protective, Products and Completed Operations, Contractual Liability, Bodily Injury, Personal Injury, and Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products-Completed Operations Aggregate

- |    |                                |                            |
|----|--------------------------------|----------------------------|
|    | \$ 3000,000                    | Fire Damage (Any one fire) |
|    | \$ 5,000                       | Med Exp (Any one person)   |
| 3. | Errors and Omissions Liability |                            |
|    | \$2,000,000                    | General Aggregate          |
| 4  | Umbrella Liability             |                            |
|    | \$3,000,000                    | Each Occurrence            |

**11. WARRANTY OF PERFORMANCE**

Depth Security warrants that the services shall be performed by competent personnel of Depth Security and shall be of professional quality consistent with generally accepted industry standards for the performance of such services. Any services performed by Depth Security or personnel of Depth Security which are not in material compliance with the Statement of Work shall be corrected by Depth Security without charge to Client; provided, that Client shall give Depth Security written notice and details of such defective performance within fifteen (15) days after completion of the services in question. THIS SECTION 11 IS THE ONLY WARRANTY MADE BY DEPTH SECURITY. DEPTH SECURITY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL THIRD-PARTY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY DEPTH SECURITY HEREUNDER SHALL BE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

**12. LIMITATION OF LIABILITY**

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DEPTH SECURITY'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF THIS STATEMENT OF WORK, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL SERVICE FEES PAYABLE FOR THE SERVICES GIVING RISE TO SUCH LIABILITY.

**13. GENERAL CONDITIONS**

- a. To the extent any of Depth Security's travel expenses are authorized for reimbursement hereunder, Depth Security understands and agrees that travel expenses must be pre-approved by Client
- b. Neither party shall be responsible for delay or failure in performing any obligations under this Statement of Work (except payment of fees) resulting from the occurrence of an event beyond its reasonable control, provided, that such party uses commercially reasonable efforts to resume performance as soon as practicable
- c. Neither party may assign this Statement of Work without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that no consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of a party's assets. Any purported assignment in violation of this section shall be void
- d. The failure by either party to enforce any of the provisions of this Statement of Work shall not be deemed a waiver of such provisions, or any subsequent breach thereof.
- e. This Statement of Work contains the entire understanding between the parties with regard to the subject matter hereof and may not be changed except by written agreement signed by both parties

f. This Statement of Work shall be governed by the laws of the State of Missouri without regard to its choice of law principles. Any legal action between the parties arising out of or related to this Statement of Work shall be adjudicated by binding arbitration by JAMS, Inc. in Kansas City, Missouri in accordance with its Expedited Arbitration Procedures. The parties agree that any failure of either party to fund or participate in such arbitration shall constitute a default of that party, and a default judgment may be entered by the arbitrator for the relief sought and later reduced to a judgment entered on the docket of a court of competent jurisdiction for execution and collection. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. Except for enforcement of payment obligations hereunder, no legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

g. If any provision of this Statement of Work shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force.

h. Any notice or communication required or permitted to be given under this Statement of Work shall be in writing and sent to the parties at their respective addresses below. Notices shall be deemed given: (i) upon receipt if by personal delivery; (ii) by electronic mail to primary point of contact and copied to contacts identified below (if any); or (iii) upon receipt if sent by certified U.S. mail (return receipt requested), or (iv) one day after it is sent if by next day delivery by a major commercial delivery service.'

If to Depth Security.

Depth Security, LLC.  
2131 Washington Street  
Kansas City, MO 64112  
Phone: 816.299.4123  
Fax: 816.299.4121  
Attn: Rick Stern  
Email: [rstern@depthsecurity.com](mailto:rstern@depthsecurity.com)  
*With a copy to: [legal@kmbsonicaminolta.us](mailto:legal@kmbsonicaminolta.us)*

If to Client.

Client Name  
Address  
City, State Zip  
Phone  
Fax:  
Attn:  
Email

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 07/02/24
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Federal Emergency Management Agency's Floodplain Insurance Rate Maps (FIRM) and City of Franklin Floodplain Ordinance</b>	<b>ITEM No.</b> <b>All Ald. Dist.</b> C.8.

The City of Franklin Unified Development Ordinance includes a Floodplain Zoning Ordinance that complies with Federal Emergency Management Agency (FEMA) requirements for the community to participate in the National Flood Insurance Program. The Floodplain ordinance regulates development standards (where things can go on a lot, how they must be designed in terms of dimensions and building features) for structures in the regulatory floodplain as identified on the maps. There are currently 144 structures located in the floodplain in Franklin with approximately \$2.5 million in assets covered by FEMA National Flood Insurance Program.

- The current City of Franklin Floodplain Zoning Ordinance is available online as Attachment 1 of the Unified Development Ordinance: <https://ecode360.com/33224107>
- Information about floodplain management including Federal and State requirements; the DNR website has extensive resources: <https://dnr.wisconsin.gov/topic/FloodPlains>

This City's ordinance, including the maps that outline the areas subject to regulation, require occasional updates. FEMA has completed their review and public comment period for these maps, and notified the City that such an update is needed. The City may adopt an ordinance that differs from the model, subject to WI DNR and FEMA approval. Staff is currently revising the model ordinance to concord with the City's policies and requirements for natural resource protection and administrative procedures. The areas protected by the updated maps within the Franklin corporate boundary have not changed from the current FIRMs.

The proposed ordinance will be brought to Plan Commission on August 8 for a public hearing, and to Common Council on August 20. The deadline for adoption of the ordinance in order to meet FEMA requirements for this update is September 10, 2024. Staff is seeking Common Council direction on some elements of the draft at this time:

Participation Act 175

In 2020 the State of Wisconsin enacted Act 175, which allows communities to establish standards for nonconforming structures in the floodplain that do not rely on a calculation of the structure's value – the "50 percent rule." Instead, property owners have the option to update structures to floodproof them to the minimum standards, and the structures are then no longer subject to cost-based regulation.

Franklin may opt to participate in these provisions by adopting the necessary language in the updated ordinance. Guidance from WI DNR regarding Act 175 is attached for additional information. Is this program desirable for the City?

#### Participation in Community Rating System

FEMA offers discounted insurance rates to communities that do additional work beyond adoption of the Floodplain Ordinance to protect floodplain resources and educate the public about floodplain requirements and protections. Communities request to be evaluated for participation and accrue points for each activity conducted. The community will then qualify for progressively better rates; Franklin already conducts many of the activities that qualify. Additional information from FEMA and DNR is attached. Is this program desirable for the City?

#### Attachments

- DNR letter to City of Franklin, with required timeline for review and adoption
- DNR Act 175 Guidance
- Community Rating System Information

#### Fiscal Note

Generally, the costs are Staff time and future possible changes to permitting software. Costs to be determined.

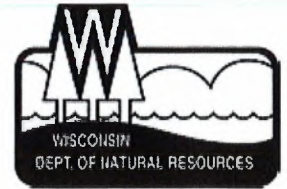
### **COUNCIL ACTION REQUESTED**

To provide direction to staff regarding whether the Draft Floodplain Ordinance Update should include provisions for participation in WI Act 175, and/or the FEMA Community Rating System.

**State of Wisconsin**  
DEPARTMENT OF NATURAL RESOURCES  
101 S Webster Street  
Madison WI 53703

**Tony Evers, Governor**

Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



Monday, April 29, 2024

The Honorable Mr. John Nelson, Mayor  
City of Franklin  
9229 W LOOMIS RD  
FRANKLIN WI 53132-9630

Electronic delivery via email: [jnelson@franklinwi.gov](mailto:jnelson@franklinwi.gov)

Subject: Ordinance adoption notice for City of Franklin. FEMA Community ID: 550273.

Dear Mr. John Nelson,

Recently, the City of Franklin received a Letter of Final Determination (LFD) date of October 24, 2024, from the Federal Emergency Management Agency (FEMA) notifying the City that updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS) for Milwaukee County must be adopted into the local floodplain ordinance within six months. The City ordinance must be updated and approved by DNR and FEMA no later than **October 24, 2024, or your community will be suspended from the National Flood Insurance Program (NFIP).**

This letter, and the information listed below explain how to set up the ordinance and the ordinance adoption process. This information was provided as attachments to the same email that contained this letter.

- FIRM and FIS Information – lists out the FIRM panels, FIS numbers and the effective dates needed for the official maps section of the local floodplain ordinance.
- Checklist for standard model ordinance – used to match local sections to state model sections, to ensure all applicable text is included. Completing this document is required if the local ordinance has language that varies from the state model. An editable version in Word format is attached.
- WDNR current standard model ordinance – to be used for the update of your community ordinance. The state standard model meets the minimum requirements of the NFIP and Chapter NR116, Wisconsin Administrative Code. An editable version in Word format is attached.
- [Adopting an ordinance](#)- a step-by-step guide quick guide outlining the adoption process.
- [Checklist for ordinance updates](#)- a checklist describing what is needed for the ordinance adoption process and to receive the DNR approval.
- Ordinance adoption timeline – an outline of steps, with timeframe for each, to receive the DNR approval before the FEMA deadline.

DNR staff are prepared to assist you in the ordinance review and adoption process, provide example public notices and explain state and federal regulatory requirements. Communities are encouraged to have DNR staff review the draft local floodplain ordinance well before the ordinance is presented to the local governing body for adoption in order to ensure compliance with the NFIP and Chapter NR116, Wisconsin Administrative Code. We advise you to start on this process as soon as possible to allow for the time necessary to complete the adoption process and to allow for any unintentional delays. FEMA will not permit extensions beyond the October 24, 2024, deadline. **If the ordinance is not legally adopted by the community and approved by the DNR and FEMA, the community will be immediately suspended from the NFIP.**

The federal consequences of being suspended from the NFIP are

- 1 No resident will be able to purchase a federal flood insurance policy Those that may have had policies will no longer have coverage after the current policy renewal date, however no flood claims would be paid out until the community rejoins the program
- 2 Federal officers and agencies are prohibited from approving any financial assistance for acquisition, construction, repair, or maintenance purposes in an area of special flood hazard in the community
- 3 Public facilities and citizen owned structures, during a federally declared flood disaster, are not eligible for the full assistance that normally would be available to communities that are members of the NFIP
- 4 Development potential may be affected in your community FEMA will not approve a Letter of Map Revision based on Fill (LOMR-F) because the community acknowledgement form cannot be signed if the community is not a participant in the NFIP

The process for amending a local floodplain ordinance is

- **Ordinance amendment draft (recommended)**- submit draft ordinance to your DNR Floodplain Management contact for review 2-4 weeks prior to the public hearing to ensure it is compliant with the minimum standards of the NFIP and Chapter NR116, Wisconsin Administrative Code before adoption We advise the Community to adopt the DNR model as it does meet current minimum standards for the NFIP and Chapter NR116 However, the community may be more restrictive than the minimum standards, if desired
- **Notice of public hearing (Class2)** - the publication or posting of a public hearing notice for two consecutive weeks with the final notice being published or posted **no less than seven (7) days** prior to the public hearing It is critical that the notice is published/posted correctly because if it is not, it may not be valid, and the community would be required to go through the adoption process again
- **Decision of governing body**- once an amended floodplain ordinance has been adopted, please submit the following information in electronic format PDF to your DNR Floodplain Management contact within ten (10) days after adoption
  - 1 A certified copy of the adopted ordinance
  - 2 An affidavit of publication of the notice of public hearing from the newspaper with the notice If the notice was posted, a notarized affidavit by the local official (usually the clerk) stating that the notice of public hearing was posted in three public places (with date and location), together with the notice, or posted in one public place and placed electronically on the municipality internet site per s 985 02(2)(a)
  - 3 An affidavit of publication of the notice of the enacted ordinance from the newspaper with the notice If the notice was posted, a notarized affidavit by the local official (usually the clerk) stating that the notice of public hearing was posted in three public places (with date and location), together with the notice, or posted in one public place and placed electronically on a municipality internet site per s 985 02(2)(a)
- Upon receipt DNR staff will review the documents to issue the approval and coordinate the FEMA approval for the community

If you have any questions concerning this letter or need further information on the ordinance adoption process or the Wisconsin model ordinance, please reach out to the Floodplain Management Program contact identified in the email sent to you



Sincerely,

A handwritten signature in black ink, appearing to read 'Mia Van Horn', with a stylized flourish at the end.

Mia A Van Horn  
Floodplain Zoning Ordinance Coordinator  
Wisconsin Department of Natural Resources  
Madison office

Copy to            Ms Marion Ecks - City of Franklin, via [mecks@franklinwi.gov](mailto:mecks@franklinwi.gov)  
                         Shirley J Roberts - City of Franklin, via [sroberts@franklinwi.gov](mailto:sroberts@franklinwi.gov)  
                         Michelle M Hase, P E - Wisconsin DNR, via [michelle.hase@wisconsin.gov](mailto:michelle.hase@wisconsin.gov)

Ordinance Adoption Steps	Who is responsible	Deadlines from the start date of LFD	Date Completed
LFD begin date	FEMA	4/24/2024	
DNR sends letter to community to follow up on letter from FEMA	DNR	5/1/2024	
DNR reaches out to community to offer assistance for Community's choice to either (1) draft updated ord using model -- <b>OR</b> -- (2) creates own format with completed crosswalk	DNR	5/1/2024 - 5/4/2024	
If community wants DNR assistance, DNR to provide community with first draft using MODEL including all Official Maps info (leaving only a few areas for community to complete and opportunity to discuss with Corporate Counsel) -- OR -- Community provides DNR with draft ordinance and a completed Crosswalk worksheet.	Community and DNR		
If not using model DNR reviews crosswalk and community draft	DNR		
Finalized and approvable draft ordinance to be complete and ready for public hearing	Community and DNR	5/24/24-7/24/24	
Publish/Post Class 2 notice (for 2 consecutive weeks with 2nd week being a minimum of 7 days before the date of the public hearing) for public hearing <b>no later than</b> 14 days prior to scheduled hearing date (recommended to be completed earlier to provide more than 14 days between notice and hearing date)	Community		
Complete Public Hearing for ordinance review and adoption	Community		
Official adoption of Ordinance by the community ( <b>should be minimum of 30 days before the deadline in cell 16C</b> )	Community		
Publish/post Class 1 notice of enacted ordinance	Community		
Community receives Class 1 notice Affidavit	Community		
Community submits all final documents to DNR for review and compiling state approval packet	Community	9/24/2024	

DNR	DNR completes approval letter and sends to community, closes out DNR records (FAD) and uploads packet into FEMA database		
DNR	State approval packet must be provided to FEMA with enough time for FEMA to review and approve	10/10/2024	
FEMA	Final Approval	10/24/2024	

## ACT 175 (s. 87.30 (1d)(d) Stats.) Guidance

The WDNR floodplain model ordinance includes the acceptable regulatory standards required in Ch. NR116, Wis. Admin. Code with supplemental wording intended to ensure that the minimum requirements for participation in the National Flood Insurance Program (44 C.F.R. §§59-72) are met or exceeded in all circumstances. The floodplain model ordinance now includes language for communities choosing to adopt changes consistent with 2019 Act 175.

Act 175 was enacted March 2020 and created § 87.30 (1d) (d), Wis. Stats. This Act changes how Ch. NR116, Wis. Admin. Code may require local governments to regulate nonconforming structures in the floodplain. To participate in the National Flood Insurance Program, however, communities must still adopt and enforce regulations that meet the NFIP's minimum standards, which are unchanged. § 87.30 (1d) (d) creates an exception to the state's "50% rule" for structures in the floodplain. The state's "50% rule" says no modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of the local floodplain ordinance.

Essentially, in a floodplain zoning ordinance that has incorporated Act 175, if a nonconforming structure is altered to meet the federal minimum standards applicable to new construction and substantial improvements, and the living quarters in the nonconforming building are elevated to be at or above the flood protection elevation, then the Department is prohibited from imposing cost-based regulation or restrictions to the structure (i.e., "50% Rule"). It is important to note that structures modified to meet the requirements of § 87.30 (1d) (d) are not transformed into conforming structures. They are still considered nonconforming structures and are subject to all other non-cost-based regulations and restrictions applicable to nonconforming structures.

The NFIP minimum standards require a participating community to regulate all development, including all improvements to all structures in special flood hazard areas. The appropriate minimum standards must be applied to substantial improvements, modifications, additions, and repair or other improvement of substantially damaged buildings, without regard for whether such buildings are "nonconforming" with regard to ordinances adopted to meet Ch. NR116 regulations or other state or local zoning regulations.

Act 175 did not change any city, village, or county floodplain ordinance authority and communities are able to maintain their current ordinance and incorporate higher standards into their floodplain zoning ordinance.

Communities should decide whether to incorporate Act 175 into the floodplain ordinance or maintain their current framework for regulating nonconforming structures based on an assessment of local flood risks. Once the local flood risks are identified and an appropriate zoning approach is determined, some communities may choose to maintain existing floodplain zoning and implement higher standards, while others may modify their ordinances to adopt this new minimum standard. (see [WDNR floodplain model ordinance.](#))

1. When Act 175 is incorporated into an ordinance there is a potential for the community to allow modifications, additions, substantial improvements, maintenance and repairs to existing nonconforming structures in excess of the State's 50% Rule once the minimum requirements of **Appendix A** are met. This creates two classifications of nonconforming structures:
  - a. Class 1: Nonconforming structures that do not meet Appendix A minimum requirements and continued to be subject to the State's 50% Rule.
  - b. Class 2: Nonconforming structures meeting Appendix A minimum requirements and no longer subject to the State's 50% Rule.
  
2. For ordinances without Act 175 – repair/maintenance/modification/substantial improvement of structures in the floodplain is limited by the 50% rule as expressed in NR116.
  - a. No modification, addition, maintenance, or repair can be made on a structure in the floodway if the cost exceeds 50% of the present equalized assessed value of the structure;
  - b. If a structure in the floodway is substantially damaged by a flood, it must be removed from the floodway;
  - c. No modification, addition, maintenance, or repair can be made on a structure in the floodfringe if the cost exceeds 50% of the present equalized assessed value of the structure unless the structure is modified to conform to the floodplain ordinance;
  - d. In addition all standards for nonconforming structures in the floodplain, listed in Nonconforming Uses in Section 6.0 of the state model, must be followed

## Appendix A

For communities incorporating Act 175 into its ordinance, non-conforming structures not subject to the State 50% Rule must meet the following minimum standards:

- (1) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
- (2) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
- (3) The nonconforming building is permanently changed to conform to the applicable requirements of the general standards applicable to all floodplain districts;
- (4) The building is permanently changed to conform to all applicable requirements in the community's floodplain zoning ordinance such as Hydraulic and Hydrologic Analyses (H & H), lowest floor elevations, anchoring, mechanical and utility equipment elevations, floodproofing standards, and must not obstruct flow of floodwater or cause any increase in flood levels

NOTE: Incorporating Act 175 into the local ordinance still requires the zoning administrator to carefully review and apply applicable portions of Nonconforming Uses in section 6.0 of the model ordinance because the structure is still a nonconforming structure.

- (5) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of the floodfringe district.
- (6) New construction and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation.
- (7) New construction and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
  - a. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of paragraph vii above.
  - b. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed.
- (8) Fully enclosed areas below the lowest floor of new construction and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the

entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:

- a. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area;
  - b. The bottom of all openings must be no higher than one foot above the adjacent grade;
  - c. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters.
- 9) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- 10) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- 11) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either
- a. Be on site for fewer than 180 consecutive days; or
  - b. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions), or
  - c. Meet the elevation and anchoring requirements for manufactured homes in paragraph ix above
- 12) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including new construction, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- 13) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring new construction, substantial improvement, and other development to meet paragraphs (6) through

(12) (inclusive) above. If floodway data are available, the community must select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one foot at any point.

- 14) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, no new construction, substantial improvement, or other development (including fill) may be permitted unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- 15) Notwithstanding the requirements of paragraphs (12) and (14) above, the community may permit certain development in zones A1-30 and AE where a floodway has not been delineated, which will increase the water surface elevation of the base flood by more than one foot, or in a regulatory floodway, which will result in an increase in base flood elevations, if the community first obtains a Conditional Letter of Map Revision (CLOMR) from FEMA and fulfills the requirements of Section 65.12 of Title 44, Code of Federal Regulations.
- 16) In zone AO, new construction and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified).
- 17) In zone AO, new construction and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in paragraph vii above



# Community Rating System At-A-Glance



The **Community Rating System (CRS)** is a voluntary Federal Emergency Management Agency program that recognizes and rewards communities that go above and beyond the bare minimum requirements of the National Flood Insurance Program. There is no monetary cost to join; the only real “cost” is the time and effort of the staff person assigned as the CRS Coordinator.

Communities select activities to do voluntarily that earn that community points. The more points you have, the better rate class your community is in, which gets your community members a corresponding discount on federal flood insurance premiums. To be eligible to join, you must be in good standing with the National Flood Insurance Program.

What are the activities? There are 19 different possible activities you can participate in for CRS points that fall into four categories: Public information, Mapping and Regulations, Flood Damage Reduction and Flood Preparedness. More information on the specific activities can be found at the links below. Your community, when reviewing the creditable activities, will likely be pleasantly surprised to see that you're already doing some of them.

To join, two items are needed to request a CRS classification: a letter of interest to the FEMA regional office, and a “CRS Quick Check” that shows the community is implementing some CRS activities. Please feel free to engage with the DNR’s floodplain program for assistance or if you have any questions by emailing [dnrfloodplain@wisconsin.gov](mailto:dnrfloodplain@wisconsin.gov). Please note that as part of the process of joining, an audit will be necessary (a Community Assistance Visit). [A link to the template letter of interest and the quick check form can be found here.](#)

## For More Information:

[FEMA Fact sheet on CRS \(2021\)](#)

[FEMA Local Official's Guide \(2018\)](#)

## BENEFITS:

- Discounted flood insurance premiums for community members, up to 45% off.
- Higher standards serve to enhance public safety, reduce damage to property and public infrastructure and avoid economic disruption and loss.
- Communities can evaluate their flood programs against a nationally recognized benchmark.
- Technical assistance in carrying out some activities is available to community officials at no charge.
- Citizens and property owners in CRS communities have enhanced opportunities to learn about their risk, evaluate their individual vulnerabilities and take action to protect themselves, as well as their home and businesses.

## COSTS:

- There is no monetary cost to join.
- Time and effort on the part of staff:
  - A Community Assistance Visit;
  - Rectify any violations found;
  - Show that the community has a good permitting system, an organized system for recordkeeping;
  - And a community may need to update the ordinance, on a case-by-case basis
- It may take a while to complete the process to join.

Please contact the WI DNR floodplain management program with any questions: [dnrfloodplain@wisconsin.gov](mailto:dnrfloodplain@wisconsin.gov)

<b>Table 110-2. Credit points awarded for CRS activities.*</b>				
<b>Activity</b>	<b>Maximum Possible Points</b>	<b>Maximum Points Earned</b>	<b>Average Points Earned</b>	<b>Percentage of Communities Credited</b>
<b>300 Public Information Activities</b>				
310 Elevation Certificates	116	116	38	96%
320 Map Information Service	90	90	73	85%
330 Outreach Projects	350	350	87	93%
340 Hazard Disclosure	80	62	14	84%
350 Flood Protection Information	125	125	38	87%
360 Flood Protection Assistance	110	100	55	41%
370 Flood Insurance Promotion <sup>5</sup>	110	110	39	4%
<b>400 Mapping and Regulations</b>				
410 Flood Hazard Mapping	802	576	60	55%
420 Open Space Preservation	2,020	1,603	509	89%
430 Higher Regulatory Standards	2,042	1,335	270	100%
440 Flood Data Maintenance	222	249	115	95%
450 Stormwater Management	755	605	132	87%
<b>500 Flood Damage Reduction Activities</b>				
510 Floodplain Mgmt. Planning	622	514	175	64%
520 Acquisition and Relocation	2,250	1,999	195	28%
530 Flood Protection	1,600	541	73	13%
540 Drainage System Maintenance	570	454	218	43%
<b>600 Warning and Response</b>				
610 Flood Warning and Response	395	365	254	20%
620 Levees	235	207	157	0.5%
630 Dams	160	99	35	35%
<p>* Figures are based on communities that have received verified credit under the 2013 <i>CRS Coordinator's Manual</i> (about 43% of CRS communities), as of October 2016. The maximum possible points are based on the 2013 <i>Coordinator's Manual</i>. Growth adjustments are not included.</p>				

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 07/02/24
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Federal Emergency Management Agency's Floodplain Violation Resolution Program UPDATE</b>	<b>ITEM No.</b> <b>All Ald. Dist.</b> G. 9.

On August 2, 2022 the Wisconsin Department of Natural Resources (WDNR) contacted the City of Franklin regarding their annual Community Assistance Visit (CAV). The CAV is intended as a review and enforcement program for floodplain violations. Ongoing violations of floodplain protection laws, such as structures in the floodplain, represent a danger to health and safety. The project was presented to Common Council on October 3, 2024 (Item G.4.); this is a status update.

Properties included in the CAV were sent certified letters in October of 2023, requesting permission to enter and inspect to document the status of the issue. The Engineering Department completed inspections on those properties that granted permission on April 26, 2024. One property declined to allow staff on the property but allowed an inspection by drone.

Some properties were found to have resolved the violation by removing structures or vehicles that were placed in the floodplain. Those properties where there was a finding of structures or other impediments in the floodplain will have to come into compliance with the Floodplain Ordinance. A copy of the complete list of affected properties is available upon request from the Planning Department.

Sites with violations are being reviewed for permitting requirements to develop an "Action Plan" for each site. Planning, Engineering, and Inspection Services all have permit requirements that may need to be satisfied; all properties will have to obtain necessary permits, including floodplain permits. In some cases, property owners may opt to remove structures to achieve compliance. Property owners will receive a letter regarding their Action Plan detailing necessary steps to achieve compliance. Letters will be mailed beginning in July.

Staff also notes that the Plan Commission issued a Temporary Use as a stay of enforcement for natural resource violations for property located at 11027 S 27TH ST / 978 9998 000 and 0 W South County Line Rd. / 978 9999 001 (PC RES 2024-015), which is one of the properties identified in the CAV.

Fiscal Note

Generally, the costs are Staff time and future possible changes to permitting software. Costs to be determined.

**COUNCIL ACTION REQUESTED**

Receive and place on file. Staff will continue work to bring sites into compliance and update Common Council in fall.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>7/2/2024</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>City of Franklin's Community Development Block Grant Program Projects for 2025</b>	<b>ITEM NUMBER</b> <i>G.10.</i>

Per Milwaukee County, the timeline for the 2025 Community Development Block Grant (CDBG) applications is as follows:

- June 25-July 2, 2024: 2025 CDBG Training Sessions with one required training per applicant. This requirement has already been met by Department of Administration staff.
- July 1, 2024: 2025 CDBG application becomes available online.
- July 31, 2024: CDBG applications are due by 10 a.m.
- September 16, 2024: Tentative meeting date of Milwaukee County Committee on Community, Environment, and Economic Development where CDBG applicants will be required to present their 2025 applications to the Committee.

**2024 CDBG PROJECT ALLOCATIONS**

For its 2024 CDBG allocations, the City of Franklin issued a letter of support in the amount of \$5,000 to Eras Senior Network, Inc. for their Faith in Action Milwaukee County Program; issued a letter of support in the amount of \$3,000 to Oak Creek Salvation Army for its Homelessness Program; applied and received notice of award in the amount of \$5,000 for the Franklin Senior Community Health Educational Program (Health Department); and applied and received notice of award in the amount of \$65,000 for the 2024 Franklin Home Repair Grant Program.

**2025 CDBG APPLICATION SUBMISSION**

As a refresher, the Milwaukee County CDBG program has tightened its program parameters to ensure that no more than 15% of project dollars go towards Public Service projects, social service-type programs not involving construction per the federal requirements. Per federal law, the CDBG program focuses on construction-related projects. Note that the County considers those projects that receive a letter of support as using a portion of Franklin's allocation.

The amount of Franklin's allocation and limitations of the funds in relation to Franklin's demographic makeup limits its reasonable application for major construction projects, which is the primary intent of the Federal CDBG program. Our current allocation strategy supports beneficial services and can be very helpful in maintaining a small portion of the City's older housing stock through the Franklin Home Repair Grant Program while targeting CDBG-eligible participants.

For 2025, staff recommends continuing to fund the current Public Service Projects as follows: (1) The Franklin Senior Community Health Educational Program by the Franklin Health Department in the amount of \$5,000; (2) the letter of support for the Oak Creek Salvation Army-Homelessness Program in the amount of \$3,000; and (3) the letter of support for the Eras Senior Network Faith in Action Milwaukee County Program in the amount of \$5,000. If the Common Council agrees, the City will forward letters of support to Eras Senior Network, Inc. and the Oak Creek Salvation Army, and those agencies will then proceed to prepare and submit the necessary 2025 applications to Milwaukee County. Both agencies have confirmed that they will again be applying for 2025 Milwaukee County CDBG funding and greatly thank the City for their continued support for their crucial programs. Note that it is possible that the County could reduce the available funds for the Franklin Public Service projects to approximately \$9,000-\$11,700, which is 15% of a typical allocation between \$60,000-\$78,000.

Also, for 2025, staff recommends that the City again apply for funding towards a “Franklin Home Repair Grant Program,” as it had applied for and was awarded funding for the years 2018 through 2024. The current 3-year Cooperation Agreement with the County includes language that allows a community to submit proposed projects for funding “and/or have all or some of its allotment for that year applied to the Home Repair Program.” The Milwaukee County Home Repair Program is administered directly through Milwaukee County. It grants low-income owner-occupants of single-family homes the ability to make necessary home repairs. Typical repairs include making accessibility accommodations, repairing electrical systems, water/sewer service, and/or porches, and replacing roofs, siding, trim, and/or windows. The application for the Home Repair Grant Program is set up to help as many income-eligible, single-family homeowners in Franklin as possible – with grants being up to one-half the project cost, generally targeted for up to \$5,000. This \$5,000 amount is flexible and can be modified, increased, or decreased by Milwaukee County depending on how many income-eligible applications are received and the amount of the repairs.

The Franklin Home Repair Grant Program has been doing fairly well. All past Franklin Home Repair funding through 2021 has been used. Applications are currently being taken for use of the 2022 Franklin Home Repair Grant funding of \$42,000 and the 2023 funding of \$65,000. Applications for use of the 2024 Franklin Home Repair Grant funding of \$65,000 cannot be processed until the funds are received from HUD, which should be within the next couple of months. Once funding is received, applications can be processed using the 2024 Franklin Home Repair Grant funds.

Staff recommends completing and submitting final 2025 Milwaukee County CDBG applications by the deadline date of July 31, 2024, for the following City of Franklin projects and amounts:

<b>2025 Recommended Franklin CDBG Applications:</b>	<b>Amount:</b>
Franklin Senior Community Health Educational Program (Health Department)	\$5,000
Eras Senior Network Faith in Action Milwaukee Co. Program (Letter of Support-\$5,000)	5,000
Oak Creek Salvation Army–Homelessness Program (Letter of Support-\$3,000)	3,000
2025 Franklin Home Repair Grant Program (Remaining amount)	<u>65,000</u>
<b>Total 2025 Franklin Application Submittal</b>	<b>\$78,000</b>

NOTE: A public hearing by the City of Franklin is not required as the Milwaukee County Board schedules and holds a public hearing on all project recommendations.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army–Homelessness Program for \$3,000; to submit a project application for the Franklin Senior Community Health Educational Program for \$5,000; and to submit a project application for a 2025 Franklin Home Repair Grant Program, administered directly through Milwaukee County, for \$65,000, by the deadline date of July 31, 2024. (This aggressive deadline date does not allow this item to be held over or tabled to a future meeting date.)

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/02/2024
REPORTS & RECOMMENDATIONS	<p align="center"><b>AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 8661 "RELIGIOUS ORGANIZATIONS" TO ALLOW SUCH USE AS A PERMITTED USE IN THE B-4 SOUTH 27<sup>TH</sup> STREET MIXED USE COMMERCIAL DISTRICT AND CC CITY CIVIC CENTER DISTRICT, AND AS A SPECIAL USE IN THE OL-2 GENERAL BUSINESS OVERLAY DISTRICT AND P-1 PARK DISTRICT, AS WELL AS UNCLASSIFIED USE "CHURCH OR OTHER PLACE OF WORSHIP" AS A PERMITTED USE IN THE B-4 DISTRICT, CC DISTRICT, I-1 INSTITUTIONAL DISTRICT, AS WELL AS A SPECIAL USE IN THE OL-2 DISTRICT AND P-1 PARK DISTRICT (CITY OF FRANKLIN, APPLICANT)</b></p>	ITEM NUMBER  <i>G. 11.</i>
<p>At the June 20<sup>th</sup>, 2024, regular meeting, the Plan Commission carried a motion to recommend approval of this ordinance as presented by City Development staff. The vote was 5-0-1, five "ayes", no "noes" and one absent.</p> <p align="center"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Ordinance 2024-_____, to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 8661 "Religious Organizations" to allow such use as a Permitted Use in the B-4 South 27<sup>th</sup> Street Mixed Use Commercial District and CC City Civic Center District, and as a Special Use in the OL-2 General Business Overlay District and P-1 Park District, as well as Unclassified Use "Church Or Other Place Of Worship" as a Permitted Use in the B-4 District, CC District, I-1 Institutional District, as well as a Special Use in the OL-2 District And P-1 Park District (City Of Franklin, Applicant)</p>		

## ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 8661 “RELIGIOUS ORGANIZATIONS” TO ALLOW SUCH USE AS A PERMITTED USE IN THE B-4 SOUTH 27<sup>TH</sup> STREET MIXED USE COMMERCIAL DISTRICT AND CC CITY CIVIC CENTER DISTRICT, AND AS A SPECIAL USE IN THE OL-2 GENERAL BUSINESS OVERLAY DISTRICT AND P-1 PARK DISTRICT, AS WELL AS UNCLASSIFIED USE “CHURCH OR OTHER PLACE OF WORSHIP” AS A PERMITTED USE IN THE B-4 DISTRICT, CC DISTRICT, I-1 INSTITUTIONAL DISTRICT, AS WELL AS A SPECIAL USE IN THE OL-2 DISTRICT AND P-1 PARK DISTRICT.  
(CITY OF FRANKLIN, APPLICANT)

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WHEREAS, Table 15-3.0603 of the Unified Development Ordinance sets forth the permitted and special uses in the nonresidential zoning districts; and

WHEREAS, City of Franklin having applied for a text amendment to Table 15-3.0603 to amend the Unified Development Ordinance text at Table 15-3.0603 Title No. 8661 “Religious Organizations” to allow such use as a Permitted Use in the B-4 South 27<sup>th</sup> Street Mixed Use Commercial District and CC City Civic Center District, and as a Special Use in the OL-2 General Business Overlay District and P-1 Park District, as well as Unclassified Use “Church Or Other Place Of Worship” as a Permitted Use in the B-4 District, CC District, I-1 Institutional District, as well as a Special Use in the OL-2 District And P-1 Park District.

WHEREAS, the Plan Commission having reviewed the proposed amendment to change SIC Code No. 8661 “Religious Organizations” to a Permitted Use in the B-4 South 27<sup>th</sup> Street Mixed Use Commercial District and CC City Civic Center District, and as a Special Use in the OL-2 General Business Overlay District and P-1 Park District, Unclassified Use “Church Or Other Place Of Worship” as a Permitted Use in the B-4 District, CC District, I-1 Institutional District, as well as a Special Use in the OL-2 District And P-1 Park District and having held a public hearing on the proposal on the 20th day of June, 2024 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and 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: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains to: Standard Industrial Classification Title No. 8661 “Religious Organizations” and Unclassified Use “Church or Other Place of Worship” is hereby amended as follows: insert “P” (Permitted Use) in the B-4, CC, and I-1 columns, and insert “S” (Special Use) in the OL-2 and P-1 columns.

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 2nd day of July, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of July, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of June 20th, 2024

**Unified Development Ordinance Text Amendment**

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**RECOMMENDATION:** City Development Staff recommends approval of this Unified Development Ordinance Text Amendment of Table 15-3.0603 to include certain Religious and Church and Places of Worship uses as permitted uses in the B-4 South 27<sup>th</sup> Street Mixed Use District, CC Civic Center District, I-1 Institutional District, and a special use in the OL-2 General Business Overlay District and P-1 Park District.

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**Project Name:** UDO Update for RLUIPA Compliance  
**Project Address:** City-wide  
**Applicant:** City Development staff  
**Applicant Action Requested:** Recommendation of approval for the proposed Unified Development Ordinance Text Amendment

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**Introduction and Background:**

Before you is an amendment to the Unified Development Ordinance (UDO) Table 15-3.0603 “Permitted and Special Uses in the Nonresidential Zoning Districts” to change certain Religious Organization uses from “Not Permitted” to “Permitted” and “Special” in the B-4 South 27<sup>th</sup> Street Mixed Use District, CC Civic Center District, OL-2 General Business Overlay District, and P-1 Parks District. The specific Standard Industrial Classification (SIC) titles subject of this amendment are listed below:

- 8661 – Religious Organizations
- Not Classified – Church or Other Place of Worship

The intent of this amendment is for the Unified Development Ordinance (UDO) to comply with a federal law titled “The Religious Land Use and Institutionalized Persons Act” (RLUIPA). This law achieves a couple of purposes pertinent to this amendment. It is stated that RLUIPA “requires governments to treat houses of worship as favorably as nonreligious assemblies”. Currently, the UDO designates that Civic and Social Associations, SIC Code 8641, as a permitted use within the B-4 district. However, Religious Organizations, SIC Code 8661, are listed as “Not Permitted”. This violates RLUIPA requirements.

There is also a requirement in RLUIPA that “bars governments from totally or unreasonably excluding religious assemblies, institutions, or structures”. There is a zoning classification within the UDO titled Church or Other Place of Worship. Currently, this classification is not permitted within any zoning district in the City of Franklin. However, Community Centers are listed as a Permitted Use within the CC City Civic Center District and a special use in the OL-2 General Business Overlay District. Additionally, “Assembly Places (Indoor with 100 persons or more)” is a special use within the P-1 Parks District. By permitting Community Centers and Assembly Places in these districts but not Churches or Places of Worship, it violates RLUIPA.

Please note, the proposed text amendment, if adopted, would apply to all properties in the City of Franklin zoned B-4 South 27<sup>th</sup> Street Mixed Use District, CC City Civic Center District, OL-2 General Business Overlay District, and P-1 Park District.

**Project Description and Analysis:**

The zoning districts subject of this amendment are the B-4 South 27<sup>th</sup> Street Mixed Use Commercial District, CC City Civic Center District and OL-2 General Business Overlay District. The intent of these districts as described in the UDO is as follows:

- the B-4 South 27<sup>th</sup> Street Mixed Use Commercial District, “provide for the development of certain mixed uses, including retail, commercial, office and residential development, in furtherance of the goals and objectives of the South 27th Street Corridor Element of the Comprehensive Master Plan”.
- CC City Civic Center District, “Serve as the new ‘downtown’ of the City of Franklin”.
- OL-2 General Business Overlay District: “Provide for the application of B-2 General Business District uses and district standards while retaining the underlying base zoning”.
- P-1 Park District, “Provide for areas where the recreational needs, both public and private, of the populace can be met without undue disturbance of natural resources and adjacent uses”.
- I-1 Institutional District, “Eliminate the ambiguity of maintaining, in unrelated use districts, areas which are under public or public-related ownership and where the use for public, or quasi-public purpose, is anticipated to be permanent.”.

Table 15-3.0603 of the Unified Development Ordinance (UDO) sets forth those uses which are permitted and special uses in all nonresidential zoning districts in the City of Franklin. Use designations are based on the Standard Industrial Classification Manual (1987, or latest edition) published by the Executive Office of the President, Office of Management and Budget.

The Religious Organization use subject of this amendment are part of Division I: Services and Major Group 86: Membership Organization. Note that this Major Group encompasses other uses that are not included in this amendment. The subject SIC Code associated with this UDO Text Amendment is 8661 “Religious Organizations”. Additionally, the Church or Other Place of Worship use is currently listed under “Other Uses Not Classified Under SIC Code”.

The SIC code listed above is currently allowed as a permitted use in the I-1, Institutional District, and not permitted in any of the districts listed above. “Church or Other Place of Worship” is not a permitted or special use in any zoning district in the City of Franklin.

There are other SIC codes associated with assembly and membership organizations that have permitted and special uses in certain districts. These SIC codes and their respective districts are as follows:

- 8641: Civic and Social Associations – Permitted Use in B-4 South 27<sup>th</sup> Street Mixed Use Commercial District and I-1 Institutional District.

- Other Uses Unclassified in SIC Code: Community Centers – Permitted Use in CC City Civic Center District and Special Use in OL-2 General Business Overlay District.
- Other Uses Unclassified in SIC Code: Assembly Places (Indoor, for more than 100 persons) – Special Use in P-1 Park District.

To follow RLUIPA requirements, City staff suggest the following changes to Table 15-3.0603:

- SIC Code 8661: Religious Organizations – Not Permitted in B-4, CC, OL-2, and P-1 districts to a Permitted use in B-4 and CC Districts and a Special Use in OL-2 and P-1 District.
- Other Uses Unclassified in SIC Code: Church or Other Place of Worship - Not Permitted in B-4, CC, OL-2, and P-1 districts to a Permitted use in B-4, CC and I-1 Districts and a Special Use in OL-2 and P-1 District.

**Staff Recommendation:**

City Development Staff recommends approval of this Unified Development Ordinance Text Amendment of Table 15-3.0603 to allow for Standard Industrial Classification Title No. 8661 and Not Classified: Church or Other Place of Worship as permitted uses in the B-4 South 27<sup>th</sup> Street Mixed Use District, CC Civic Center District, and I-1 Institutional District and a special use in the OL-2 General Business Overlay District and P-1 Park District.

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 8661 “RELIGIOUS ORGANIZATIONS” TO ALLOW SUCH USE AS A PERMITTED USE IN THE B-4 SOUTH 27<sup>TH</sup> STREET MIXED USE COMMERCIAL DISTRICT AND CC CITY CIVIC CENTER DISTRICT, AND AS A SPECIAL USE IN THE OL-2 GENERAL BUSINESS OVERLAY DISTRICT AND P-1 PARK DISTRICT, AS WELL AS UNCLASSIFIED USE “CHURCH OR OTHER PLACE OF WORSHIP” AS A PERMITTED USE IN THE B-4 DISTRICT, CC DISTRICT, I-1 INSTITUTIONAL DISTRICT, AS WELL AS A SPECIAL USE IN THE OL-2 DISTRICT AND P-1 PARK DISTRICT.  
(CITY OF FRANKLIN, APPLICANT)

---

WHEREAS, Table 15-3.0603 of the Unified Development Ordinance sets forth the permitted and special uses in the nonresidential zoning districts; and

WHEREAS, City of Franklin having applied for a text amendment to Table 15-3.0603 to amend the Unified Development Ordinance text at Table 15-3.0603 Title No. 8661 “Religious Organizations” to allow such use as a Permitted Use in the B-4 South 27<sup>th</sup> Street Mixed Use Commercial District and CC City Civic Center District, and as a Special Use in the OL-2 General Business Overlay District and P-1 Park District, as well as Unclassified Use “Church Or Other Place Of Worship” as a Permitted Use in the B-4 District, CC District, I-1 Institutional District, as well as a Special Use in the OL-2 District And P-1 Park District.

WHEREAS, the Plan Commission having reviewed the proposed amendment to change SIC Code No. 8661 “Religious Organizations” to a Permitted Use in the B-4 South 27<sup>th</sup> Street Mixed Use Commercial District and CC City Civic Center District, and as a Special Use in the OL-2 General Business Overlay District and P-1 Park District, Unclassified Use “Church Or Other Place Of Worship” as a Permitted Use in the B-4 District, CC District, I-1 Institutional District, as well as a Special Use in the OL-2 District And P-1 Park District and having held a public hearing on the proposal on the 20th day of June, 2024 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and 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: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains to: Standard Industrial Classification Title No. 8661 “Religious Organizations” and Unclassified Use “Church or Other Place of Worship” is hereby amended as follows: insert “P” (Permitted Use) in the B-4, CC, and I-1 columns, and insert “S” (Special Use) in the OL-2 and P-1 columns.

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 2nd day of July, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of July, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



# Federal Religious Land Use Protections

- How does federal law protect religious institutions from unduly burdensome or discriminatory land use regulations?
- How can you partner with the U.S. Department of Justice if you are impacted?



U.S. Department of Justice

**Civil Rights Division**





U.S. Department of Justice

# Civil Rights Division

[civilrights.justice.gov](http://civilrights.justice.gov)

## How RLUIPA protects religious institutions


RLUIPA stands for “The Religious Land Use and Institutionalized Persons Act.” Among other things, this federal law protects religious institutions from unduly burdensome or discriminatory land use regulations.

Congress passed RLUIPA in 2000 after hearing testimony that land use and zoning regulations often burden religious institutions seeking to exercise their faiths as protected by the U.S. Constitution.

## How you can partner with DOJ

If your RLUIPA rights are violated, you may bring a private civil action with your own attorney. DOJ can also review potential RLUIPA violations, open investigations, bring lawsuits to enforce the statute, and file friend-of-the-court briefs in private RLUIPA cases. DOJ can seek court orders to correct violations but cannot seek monetary relief. Unfortunately, DOJ is not able to open investigations or file suits in all complaints that it receives.

To file a complaint about a possible RLUIPA violation, or find out more information about the law, contact the DOJ Civil Rights Division:

 **Telephone:** (800) 896-7743

 **Email:** [RLUIPA.complaints@usdoj.gov](mailto:RLUIPA.complaints@usdoj.gov)

# What does RLUIPA do?

**1) Bars land use regulations that substantially burden religious exercise, except where justified by a “compelling governmental interest” that the government pursues in the least restrictive way possible**

**For example:** A church is denied a permit to build an addition to accommodate more Sunday school classes, which it believes it needs to carry out its religious mission. This may violate RLUIPA if the town cannot show a compelling reason for the denial.

**2) Requires governments to treat houses of worship as favorably as nonreligious assemblies**

**For example:** A mosque leases space in a storefront. Zoning officials deny an occupancy permit since houses of worship are forbidden in that zone. However, fraternal organizations, meeting halls, and banquet facilities are all permitted as of right in the same zone. This may violate RLUIPA.

**3) Bars governments from discriminating on the basis of religion or religious denomination**

**For example:** An Orthodox Jewish congregation is denied a building permit for a temple despite meeting all of the requirements for height, setback, and parking required by the zoning code. The zoning administrator is overheard making a disparaging remark about the Jewish community. If it were proven that the permit was denied because the applicants were Jewish, this would violate RLUIPA.

**4) Bars governments from totally or unreasonably excluding religious assemblies, institutions, or structures**

**For example:** A town enacts a law requiring that houses of worship must be located on parcels with a minimum acreage, but parcels of that size are unavailable or prohibitively expensive. Such a law may be an unreasonable limitation in violation of RLUIPA.

## Examples of DOJ's RLUIPA work

### **City of Santa Ana, California**

Micah's Way is a faith-based organization that provides services to people who are homeless. When Santa Ana refused to grant a certificate of occupancy to allow Micah's Way to provide food and drinks to its clients in accordance with its religious beliefs, Micah's Way filed a RLUIPA lawsuit against the city.

DOJ filed a friend-of-the-court brief in a federal district court explaining that feeding persons in need may be religious exercise under RLUIPA and that the City's conduct may have substantially burdened Micah's Way's religious exercise. The court agreed and found that Micah's Way had properly alleged a RLUIPA claim. Soon after, the case settled, and the City allowed Micah's Way to continue providing food and drink to its clients.

### **Stafford County, Virginia**

The All Muslim Association of America purchased property in Stafford County for a cemetery. After learning about the planned cemetery, the County changed its zoning laws to impose new restrictions that would prevent the cemetery from being built. The association reached out to the Civil Rights Division for help.

The Department of Justice investigated the association's claims and brought a lawsuit against the County, alleging violations of RLUIPA.

As a result, the County repealed the ordinance and approved the permits for the association to build its cemetery.



U.S. Department of Justice

# Civil Rights Division

[civilrights.justice.gov](http://civilrights.justice.gov)

## Examples of DOJ's RLUIPA work

### Township of Jackson and Jackson Planning Board, New Jersey

The Orthodox Jewish community in the Township of Jackson wanted to develop land for use by religious boarding schools.

The Township and Planning Board passed zoning ordinances broadly prohibiting religious schools and banning schools with dormitories, both of which are important to providing religious education within the Orthodox Jewish community.

DOJ investigated and filed a RLUIPA case. Ultimately, the Township and Planning Board agreed to a settlement with DOJ which required them to repeal and replace the discriminatory ordinances to allow religious elementary and secondary schools, religious higher learning institutions, and religious residential schools.

## Learn more about our work

DOJ's *Place to Worship Initiative*: [www.justice.gov/crt/placetoworship](http://www.justice.gov/crt/placetoworship)

RLUIPA: [www.justice.gov/crt/rluipa](http://www.justice.gov/crt/rluipa)

*This information sheet is intended for informational purposes only. It has no force or effect of law, is not a final agency action, and has no binding legal effect. The information in it may be modified by the Department at any time.*

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 2, 2024
REPORTS & RECOMMENDATIONS	<b>AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$5,933 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT BUILDING MAINTENANCE SYSTEMS APPROPRIATIONS FOR UNPLANNED FACILITY REPAIRS AT FIRE STATION 1 &amp; 3</b>	ITEM NUMBER  <i>G. 12</i>

**Background**

In the first half of 2024, the Fire Department faced challenges with several unplanned, emergency repairs to the Fire Station 1 & 3 facilities. As discussed in the previous item somewhere on this agenda, these unplanned repairs have disrupted the operations of the Fire Department and put a strain on their operational budget.

**Recommendation**

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide appropriations to repair the aging equipment.

**Fiscal Note**

The City of Franklin has a contingency fund with an appropriation of \$112,934. This would leave \$107,001 in unused funds for the 2024 Annual Budget.

The GL Numbers associated with this amendment are:

General Fund			
01-0199-5499	Unrestricted Contingency	Decrease	\$5,933.00
01-0221-5557	Building Maintenance Systems	Increase	\$5,933.00

**COUNCIL ACTION REQUESTED**

Motion adopting Ordinance No. 2024-\_\_\_\_\_, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the General Fund to Transfer \$5,933 of Contingency Appropriations to Fire Department Building Maintenance Systems Appropriations for Unplanned Facility Repairs at Fire Station 1 & 3.

**Roll Call Vote Required**

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$5,933.00 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT BUILDING MAINTENANCE SYSTEMS APPROPRIATIONS FOR UNPLANNED FACILITY REPAIRS AT FIRE STATION 1 & 3

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WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget appropriated \$125,000 for unplanned and unexpected expenses; and

WHEREAS, the Common Council authorized \$5,933 of General Fund contingency appropriations for the purpose of repairing equipment in Fire Station 1 & 3; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; and

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

Section 1 That the 2024 General Fund Budget be amended as follows:

General Fund

0199	Contingency	Decrease	\$5,933
0221	Building Maintenance	Increase	\$5,933

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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John R. Nelson, Mayor

ATTEST:

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Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 7/2/24</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Request Common Council Authorization to utilize Unrestricted Contingency funds for unplanned emergency facility repairs at Fire Station 1 &amp; 3.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> G.13.</p>

**Background:**

With the aging of our current fire stations and operating budget constraints in performing routine scheduled maintenance on our facility's mechanicals, we have continued to see these systems fail on a more regular basis: In the first half of 2024, the fire department has been faced with several unplanned, emergency repairs to our facilities:

- Over the winter, the Fire Station 3 fire sprinkler system experienced a burst pipe due to freezing that not only damaged the fire sprinkler piping, but some interior ceiling tiles, drywall and the air compressor supporting the system which resulted in a \$4,400 unplanned repair early in the year. This was caused from a small leak, which allowed air to escape the system and in turn caused water to flow through the system and eventually freeze, causing the burst in freezing weather.
- Overhead garage door repairs at Station 1 & 2 in January and February- totaling \$1,200 and \$4,800 respectively.

These unplanned repairs not only disrupted our operations during the maintenance period, but also significantly strained our operating budget line used for "Building Systems" maintenance.

Now, with the onset of warm weather, the Fire Station 1 air conditioning condenser unit servicing the central portion of the building which includes the crew locker and dormitory areas completely failed. The unit is over 15 years old and is not repairable because the refrigerant is no longer EPA compliant.

**Analysis:**

Being early in the summer season and the fact that our fire stations are occupied 24-hours-per-day, the replacement of this unit could not be differed. Two competitive bids were received from local contractors and were both within \$430.00 of the other. The proposal from Thielmann group was selected because the 17 SEER unit quoted has a higher capacity and predicted longer service life. The investment to replace this condenser unit totals \$4,670.00.

The replacement air conditioning unit, combined with a recent repair cost of \$1,263.00 to remedy a clogged central drain pipe at Fire Station 3 have exhausted our Building Systems operating budget.

**Fiscal Note:**

We are requesting the allocation of \$5,933.00 from Unrestricted Contingency Fund (01-0199-5499) for unplanned facility repairs at Fire Station 1 & 3 including an air conditioner replacement and plumbing repair from Fund (01-0221-5557).

Because of aging infrastructure and mechanical equipment at all three City of Franklin Fire Stations, the Fire Department supports the proposed citywide facilities maintenance program using Johnson Controls that is being proposed by the department of Administration. This program would assist all city departments in establishing a proactive replacement and maintenance schedule for major mechanical equipment and reduce emergency repairs.

**COUNCIL ACTION REQUESTED**

Request Common Council Approval to Allocate \$5,933.00 from Unrestricted Contingency Fund (01-0199-5499) for unplanned facility repairs at Fire Station 1 & 3 including an air conditioner replacement and plumbing repair from Fund (01-0221-5557).

Fire: JCM



**THE THIELMANN GROUP**  
HEATING & COOLING  
MILWAUKEE WISCONSIN  
ROTH

The Thielmann Group Heating & Cooling  
400 W. Drexel Ave  
Oak Creek, WI 53154  
(262) 299-6197

Estimate 225923891  
Job 68819  
Estimate Date 6/26/2024  
Customer PO

**Billing Address**  
City Of Franklin Fire House  
8901 W DREXEL AVENUE  
FRANKLIN, WI 53132

Station #1

**Job Address**  
City Of Franklin Fire House  
8901 W DREXEL AVENUE  
FRANKLIN, WI 53132

**Estimate Details**

**Deluxe Lennox 2 Ton AC Only - DORM ROOM SYSTEM - OPTION 2**

Service #	Description	Quantity	Your Price	Your Total
Deluxe Lennox 2 Ton AC only	<b>ML14XC1 - 024 Up to 17 SEER, Single Stage, SINGLE PHASE, 2 Ton Air Conditioner</b> The ML14XC1 offers average efficiency at an affordable price. It contains the exclusive Lennox Quantum™ Coil and a reliable scroll compressor. Engineered and tested to help offer corrosion resistance in harsh environments.	1.00	\$5,170.00	\$5,170.00
	<b>Coil</b> <b>CX35-24A Cased Coil with factory installed TXV valve, 2 Ton</b> The CX35 coil utilized Lennox's Quantum Coil technology to protect against corrosion even in the toughest conditions. It has a factory installed TXV valve for improved efficiency and non corrosive UV resistant drain pan.			
	<b>Thermostat - Honeywell T4 Programmable Thermostat</b>			
	<b>**INCLUDES NEW UV RATED REFRIGERANT LINE, PAD, GRAVEL**</b>			
	<b>Warranties:</b> AC - 5 year parts, 1 year labor Coil - 5 year parts, 1 year labor			
HUMIDIFIER	<i>*Existing Humidifier is Covered in Mold &amp; Will be Removed</i>	1.00	\$0.00	\$0.00
MISCDISCOUNT	Competitive Price Adjustment	1.00	\$-500.00	\$-500.00
			<b>Potential Savings</b>	\$0.00
			<b>Sub-Total</b>	\$4,670.00
			<b>Tax</b>	\$0.00
			<b>Total</b>	\$4,670.00



# Estimate 24-4179

Page 1 of 1

Burant Heating & Air Conditioning LLC  
 9525 S 60th st  
 Franklin, WI 53132  
 4147660035

Date: 6/13/2024  
 Terms: DUE ON REC  
 Work/Ship Date: 6/13/2024  
 Rep: Tyler Burant  
 Phone #: 414 425-1420

Franklin Fire Department Unit #1  
 Franklin Fire Department  
 8901 W Drexel Ave  
 Franklin, WI 53132

Station #1

Item	Description	Quantity	Price	Total
4AC13I24P Install	Install Concord 13 SEER Single Stage Central Air Conditioning			
4AC13L24P	Concord   Single Stage   13 Seer   Air Conditioner   2 Tons	1 00		
AIR COND	Install new refrigerant piping (or R-11 Flush), Custom sheet metal, new condenser pad, triple evacuation to properly remove contaminants out of system, properly charge system, set blower speed on furnace, test temperature drop and set to proper super heat and or subcooling. Remove old equipment and materials from job site.	1.00		
AG32930D145B1601A P	Cased coil 2.5 Ton Capacity 14.5 Wide	1.00		
EL SURGE 110/220	Surge Protector 120v/240v (83905)	1 00		
3/8 X 3/4 Lineset 25 FT	3/8 X 3/4 X 25' refrigerent Lineset	1.00		
AC Black Pad 24 X 24	Black Pearl Condensing Pad 24 X 24 X 2	1 00		
Permits	HVAC & Electrical permits	1.00		
ELAC	Wire Condensing Unit Due to constantly changing copper prices, final electrical cost is to be determined upon electrical work completed the day of installation	1 00		
WARRANTY 3	Warranty Burant 3 Year Labor   MFG 10 Year Part (Requires Annual Maintenance See warranty contract for further details) Equipment only - Accessories 5 year	1 00		
4AC13I24P Install	Install Concord 13 SEER Single Stage Central Air Conditioning	1 00		\$5,104.40
DISC	Discount	1 00	(\$500.00)	(\$500.00)
MULTIDISC	Multi-Unit Discount (Only if we install an AC for both Stations)	1.00	<del>(\$200.00)</del>	<del>(\$200.00)</del>
ELAC Discount	Reuse current A/C wiring	1 00	(\$500.00)	(\$500.00)
TH4110U2005	Honeywell T4 thermostat 1 heat 1 cool. programmable/non programmable thermostat	1 00	\$135.88	\$135.88

Taxes \$0.00

Total \$4,040.28  
 + 200

Balance \$0.00

4,240.28

# Castleman & Sons Plumbing Inc.

11725 W. Scherrei Dr.  
Franklin, WI 53132

# Invoice

6/11/2024	15196
-----------	-------

Pho... 4144255797

castlemanplmb@aol.com castlemanplumbing.com

Franklin Fire Department 8901 W. Drexel Avenue Franklin, WI 53132	
Customer Phone	414-425-1420
Customer E-mail	rmanke@franklinwi.gov

Station 3 4755 W Drexel Avenue Franklin, WI 53132
---

Date	Description	Task	Rate	Description	Amount
6/10/2024	Sewer Jet...	T510043	1.00	High pressure jet 3" building drain serving kitchen. -Had to mechanically clean 3 times in order to get it to take water. Then jet grease from system. Video inspect and share with customer	987 36
6/10/2024	Sewer &	Add on Task A510025	1 00	Mechanically clean building drain 3 times, then jet	275 62

<b>Subtotal</b>	
<b>Sales Tax (5.9%)</b>	
<b>Total</b>	\$1,262 98

To The Customer. Service men are required to have work slip signed. This is done in order to protect you, the workmen and ourselves, and to enable us to give you absolute satisfactory service. Signing this ticket will be your acknowledgement of the work and materials received. Please review it carefully. If service is unsatisfactory, in anyway, please phone our office immediately

\_\_\_\_\_ The undersigned individual acknowledges that he/she has read and understands the Terms & Conditions

Signature \_\_\_\_\_

Print \_\_\_\_\_

Only one discount offer per job, Senior discount or coupon-whichever is greater.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> <b>July 2, 2024</b>
Reports & Recommendations	<b>A Resolution to “Certify a Non-Traditional Project Administration and Delivery for the Puetz Pathway (Wisconsin Department of Transportation Project ID 2976-04-01/71”) for a Pathway Project along West Puetz Road from West St. Martins Road to South 76<sup>th</sup> Street</b>	<b>ITEM NO.</b> <b>Ald. Dist. 1 &amp; 2</b>  G.14.

**BACKGROUND**

On September 5, 2023, Common Council directed Staff to start with project development for grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W. St Martins Road to S. 76<sup>th</sup> Street. Staff submitted a TAP grant application on October 27, 2023 and Common Council passed a resolution supporting the project on November 7, 2023 (Resolution No. 2023-8061).

On April 3, 2024 (item G.14), Common Council directed staff to proceed with the solicitation of a design consultant for this project.

On May 21, 2024, Common Council authorized the State/Municipal Financial Agreement (Resolution No. 2024-8160).

Among other items to meet the requirements for WisDOT and the TAP, the City is required to provide a Certification for Non-Traditional Project Administration and Delivery. Essentially, this project is not a typical WisDOT project where WisDOT personnel run the project from start to finish. The sponsoring local government agency (City of Franklin) must certify that the project will be run to follow all applicable guidelines.

The City Engineer has completed the needed training provided by WisDOT to successfully complete the project.

**ANALYSIS**

This certification must be approved for the project to continue. Any suggestions for edits are welcome before the certification is submitted.

Design Consultants have been solicited. The selected consultant will provide design services for the project. The selection will be based on the federal Qualification Based Selection process. Staff welcomes recommendations on Aldermen who may want to participate in the review process. At a future date, a construction engineering oversight services consultant will be selected following federal requirements. Both design and construction efforts will utilize funding through the TAP.

**FISCAL NOTE**

As noted in the May 21, 2024 Council Action- this project has an estimated design and construction budget of \$2,200,000 with \$1,760,000 (80%) grant funding and \$440,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$272,800), leaving \$167,200 impact to the City’s budget in 2024, 2025, and 2026. An amendment to the 2024 budget will be brought to a future meeting when/if a consultant is selected.

**RECOMMENDATION**

Authorize Resolution 2024-\_\_\_\_ a resolution to “Certify a Non-Traditional Project Administration and Delivery for the Puetz Pathway (Wisconsin Department of Transportation Project ID 2976-04-01/71”) for a Pathway Project along West Puetz Road from West St. Martins Road to South 76th Street, subject to any technical corrections.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

RESOLUTION TO “CERTIFY A NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY FOR THE PUETZ PATHWAY (WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ID 2976-04-01/71”) FOR A PATHWAY PROJECT ALONG WEST PUETZ ROAD FROM WEST ST. MARTINS ROAD TO SOUTH 76TH STREET

WHEREAS, A Transportation Alternatives Program (TAP) grant has been awarded to the City of Franklin by the Wisconsin Department of Transportation (WisDOT) in the amount of \$1,760,000; and

WHEREAS, Resolution 2024-8160 authorized a State/Municipal Financial Agreement with WisDOT for this project; and

WHEREAS, a stipulation of the grant is that Franklin provide the non-traditional project administration and delivery throughout the project; and

WHEREAS, Glen E. Morrow, PE, City Engineer is a licensed professional engineer employed by the City of Franklin and has completed the requirements to perform the role of a “Person of Responsible Charge.”

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that a “Certification for a Non-Traditional Project Administration and Delivery for the Puetz Pathway” be signed and submitted by all applicable City representatives to proceed with a pathway project along West Puetz Road from West St. Martins Road to South 76<sup>th</sup> Street.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



# CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

## SPONSOR INFORMATION

Name of Government Agency City of Franklin Located in Milwaukee County

State Agency Wisconsin DOT Other \_\_\_\_\_ WisDOT Region SE

Project I.D. & Description: 2976-04-01/71 Puetz Path 2024

Sponsors Primary Point of Contact: Glen E. Morrow, PE  
Name

City Engineer 9229 W. Loomis Road, Franklin, WI 53132

Title Address

414-425-7510 414-425-3106 Gmorrow@franklinwi.gov

Phone Fax Email

Sponsors Second Point of Contact: Ronnie Asuncion

Name

Eng. Lead Tech. 9229 W. Loomis Road, Franklin, WI 53132

Title Address

414-425-7510 414-425-3106 rasuncion@franklinwi.gov

Phone Fax Email

*\*Any changes to the points of contacts, Person designated as Responsible Charge, or information contained within the completed Certification at any time during the project may require the Certification to be updated and resubmitted.*

*\*\*It is requested the Certification form be completed and submitted to the region Local Program Project Manager (LPPM) within thirty (30) days of completing certification training for new sponsors or concurrently with State Municipal Agreement (SMA) for repeat sponsors.*

## SPONSOR'S CHOICE OF PROJECT ADMINISTRATION AND DELIVERY MODEL:

The Sponsor has been selected to benefit from the use of Federal Funds for the construction of a Non-Traditional Transportation project to be administered through a Local Letting Process. By accepting the use of Federal Funding, the Sponsor acknowledges that they understand the applicable Federal and State requirements and accepts accountability to complete these requirements. Moreover, to attain Certification the Sponsor must explain the role, if any, that consultants will perform. However, even if using consultant support the Sponsor remains responsible for ensuring adherence to the Sponsor's Guide to Non-Traditional Transportation Project Implementation. **Note – whether performed by Sponsor Staff or by a Consultant, Federal funds cannot be used to pay for Administration Function costs described in this document. They are the sole responsibility of the Sponsor.**

# **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

## **DEFINITIONS**

**Administration:** Overall management and implementation of the approved project to ensure compliance with all applicable state and federal regulations as explained and described in the Sponsor's Guide; required for project costs to be eligible for Federal reimbursement. The Sponsor is 100% responsible for all costs associated with administration; some activities may be performed by a consultant.

**Oversight:** The act of ensuring that the construction project is delivered consistent with federal and State Laws, Regulations and Policies. Oversight activities include review and approval actions pertaining to design, plans, specifications, estimates, right of way certification statements, contract awards, inspections and final acceptance.

**Engineering/Inspection:** All efforts/activities required to complete the four project phases: Design, Real Estate Acquisition, Letting and Construction

**Responsible Charge – Assignment and Duties:** Each Sponsor of a federally funded project must designate one or more individuals who are public employees, who are accountable for the project, and therefore who are tasked with being "in responsible charge" of the project. The individual in Responsible Charge is not required to be an engineer, and the duties may be assigned to more than one individual. Per the FHWA August 4, 2011 Memorandum on this subject the individual(s) in Responsible Charge should be expected to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Stay aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

## CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

Check the Project Delivery Model Option that the Sponsor will utilize to administer and deliver this Non-Traditional Project:

1. The Sponsor is adequately staffed to administer a Locally Let Construction Project, and will also perform their own Project Design and Construction Oversight (*this option requires a Professional Engineer on Staff*).
2. The Sponsor is adequately staffed to administer a Locally Let Construction Project, but will utilize Consultants to perform Project Design and/or Construction Oversight. (*Requires Professional Engineer contracted for Project Design*)
3. The Sponsor will retain a unique consultant for Project Administration and will utilize other consultant(s) for Project Design and/or Construction Oversight. (*Requires Professional Engineer contracted for Project Design*)
4. The Sponsor will utilize a single Consultant for Administrative tasks and to perform Project Design and/or Construction Oversight. **This option is only available if 100% Sponsor funded for all consultant services.** (*Requires Professional Engineer contracted*)

### QUALIFICATION BASED SELECTION

If Federal funding is planned to be utilized for Consultant Services, the Sponsor states that the Consultant will be selected based on the procedures set forth by WisDOT and FHWA for selection and approval process defined in WisDOT Facilities Development Manual (FDM) Chapter 8-5-20 and 23 CFR 172. Further, the Sponsor states that the use of the Consultant is in compliance with FDM Chapter 8-5-55 regarding Conflict of Interest in the role of a Consultant providing management services to a Sponsor. Typically, **Compliance with WisDOT procedures for consultant selection is required to be eligible for Federal Funding.**

**If a Sponsor has or will select a consultant for Options 2 or 3 explain your Selection Process:**

TBD Consulting firm for Design Engineering. A three-party design engineering services contract will be utilized following Federal regulations and the selection will be made on a Qualification Based Selection process.

TBD Consulting firm for Construction Engineering Oversight will be under a two-party construction administration contract. The consultant selection and contracting will follow Federal requirements.

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**CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

**ADMINISTRATION BY SPONSOR**

(Complete for \_\_\_\_\_ Option 1 or  X  Option 2)

Name and Title of Person in Responsible Charge:  Glen E. Morrow, PE (No. 4521-6)   
(Option 1 requires a Professional Engineer on sponsor staff - List Licenses or Credentials)

Has the Sponsor signed and returned the Sponsor's Guide Acknowledge Form?

X  Yes  06/16/2022  Date \_\_\_\_\_ No

Has this Sponsor successfully completed WisDOT Non-Traditional Project Training?

X  Yes  06/16/2022  Date \_\_\_\_\_ No

Does the Sponsor have a Public Works or Engineering Staff?

X  Yes \_\_\_\_\_ No

**Attach an Organization Chart with titles of responsible persons.**

*This should include both the names of individuals and their titles The organizational chart should be limited to the personnel that will working on this project*

List up to five similar projects this Sponsor has Administered/Let. (List WisDOT projects first)

ID/Description	Year	Cost	WisDOT Reference
2976-00-02 S. 116 <sup>th</sup> Street Trail	2023	\$1,758,000	

**CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

**ADMINISTRATION BY CONSULTANT**

(Complete for \_\_\_\_\_ Option 3 or \_\_\_\_\_ Option 4)

Selected or Anticipated Consulting Firm: \_\_\_\_\_

Name and Title of Primary Consultant Rep: \_\_\_\_\_

Name and Title of Person in Responsible Charge: \_\_\_\_\_

*(Must be an employee of the Sponsor)*

Is Firm on WisDOT Roster of Eligible Engineering Consultants? \_\_\_\_\_ Yes \_\_\_\_\_ No

Has this firm attended WisDOT Non-Traditional Project Training? \_\_\_\_\_ Yes \_\_\_\_\_ No

List up to five similar Projects this Firm has Administered/Let: *(List WisDOT projects first)*

ID/Description	Year	Cost	WisDOT Reference
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Briefly describe the firm's qualifications pertaining to Administering this Project:  
\_\_\_\_\_

# CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

## **APPROVING AUTHORITY**

The Sponsor must have an official approving authority for all WisDOT delegated project approvals. This Authority (e.g., Executive, Department Head or Policy Body) must officially approve each project step for which it is the approving authority, as identified in this certification.

Please check the appropriate description of the approval Authority or completion of the task. If no choices apply, please describe the Sponsor's process.

## **ADMINISTRATIVE FUNCTIONS**

The cost associated with the following Administration Functions are Federally Ineligible *unless otherwise noted*. Therefore they are 100% the responsibility of the Sponsor.

### **Project Application:**

*Includes the preparation and submittal of project application, including completing a cost estimate*

Drafted by: Glen Morrow Sponsor Staff  Consultant/Name \_\_\_\_\_

Approved by:

<input checked="" type="checkbox"/>	Director of Public Works / City Engineer / Commissioner / Other	<u>Glen E. Morrow</u>
<input checked="" type="checkbox"/>	Mayor/Executive/ President / Chairperson / Other	<u>John R. Nelson</u>
<input checked="" type="checkbox"/>	Resolution passed by legislative body	<u>Common Council</u>
_____	Committee	_____
_____	Other	_____

### **Approval of State Municipal Agreement/Project Agreement:**

*Includes the coordination between Sponsor and WisDOT, internal reviews and subsequent approval by sponsor of the agreement.*

<input checked="" type="checkbox"/>	Director of Public Works / City Engineer / Commissioner / Other	<u>Glen E. Morrow</u>
<input checked="" type="checkbox"/>	Mayor/Executive/ President / Chairperson / Other	<u>John R. Nelson</u>
<input checked="" type="checkbox"/>	Resolution passed by legislative body	<u>Common Council</u>
_____	Committee	_____
<input checked="" type="checkbox"/>	Other	<u>Danielle Brown</u> <u>(Finance</u> <u>Director/Treasurer)</u>
_____		_____



# CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

## Real Estate Acquisition approval in accordance with the Uniform Relocation and Real Estate Acquisition Act:

*Assumes real estate is not state or federally funded. If funded, some real estate functions may be reimbursable. Answer all questions even if real estate is not anticipated*

The Sponsors, by accepting Federal funding in any phase of a project, is agreeing to follow Federal, State and local laws that govern public project and program activities. Public Law 91-646, The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, or commonly called the Uniform Act, is the primary law for acquisition and relocation activities on Federal or federally assisted projects and programs. Wisconsin State Statute 32 – Eminent Domain must also be followed when using Federal or State dollars. The FHWA has an agreement in place with WisDOT that states WisDOT will oversee local programs and projects to ensure compliance.

Is Real Estate Acquisition Anticipated? \_\_\_\_\_ Yes  X  No

If Yes, Relocation Order and R/W Plat Approved by:

\_\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other \_\_\_\_\_  
\_\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_\_ Other \_\_\_\_\_

Who will acquire Real Estate? \_\_\_\_\_ Sponsor \_\_\_\_\_ Other, describe:

---

*WisDOT Certification is required for anyone acquiring real estate. See <https://wisconsindot.gov/Pages/doing-business/local-gov/astnce-pgms/aid/lpa-re-info.aspx> for more information pertaining to real estate acquisitions*



**CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

**Bid Advertisement:**

*Includes the placement and cost associated with placing the advertisement and obtaining an Affidavit of Publication. Drafting and placement of the bid advertisement can be considered part of design engineering services*

Drafted by: \_\_\_\_\_ Sponsor Staff  X  Consultant (Design)  
Advertisement Placed by: \_\_\_\_\_ Sponsor Staff  X  Consultant (Design)

- Advertisement must be placed a minimum three weeks prior to Bid Opening Publications:  
South NOW

Approved by:

X  Director of Public Works / City Engineer / Commissioner / Other  Glen E. Morrow   
\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_ Other \_\_\_\_\_

**Acceptance, Opening and Approval of Bids, Award of Contract:**

*Includes the accepting, opening, reviewing, evaluating, and approving of contractors' bids, and awarding of Contract. Reviewing and evaluation of contractors' bids may be considered part of design engineering services*

Bids Received by:  X  Sponsor \_\_\_\_\_  
Bids Opened by:  X  Sponsor \_\_\_\_\_ Consultant (Administrative/Design)  
Bids Evaluated by:  X  Sponsor  X  Consultant (Administrative/Design)

Low Bid Accepted by:

\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other \_\_\_\_\_  
\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
 X  Resolution passed by legislative body  Common Council   
\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_ Other \_\_\_\_\_

# CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

## **Execution of Contract:**

*Includes the execution of the contract between the sponsor and contractor.*

Contract to Be Signed By:

<input type="checkbox"/>	Director of Public Works / City Engineer / Commissioner / Other	_____
<input checked="" type="checkbox"/>	Mayor/Executive/ President / Chairperson / Other	<u>John R. Nelson</u>
<input checked="" type="checkbox"/>	Resolution passed by legislative body	<u>Common Council</u>
	Committee	_____
<input checked="" type="checkbox"/>	City Clerk	<u>Shirley J. Roberts</u>
<input checked="" type="checkbox"/>	City Attorney	<u>Jesse A. Wesolowski</u>
<input checked="" type="checkbox"/>	Director of Finance/Treasurer	<u>Danielle E. Brown</u>

## **Contractor Payments:**

*Includes the sponsor issuing the payment to the contractor for work performed The creation of the pay estimate, including determining quantities and total cost is considered a construction oversight duty*

Payment Approved by:

<input checked="" type="checkbox"/>	Director of Public Works / City Engineer / Commissioner / Other	<u>Glen E. Morrow</u>
<input checked="" type="checkbox"/>	Mayor/Executive/ President / Chairperson / Other	<u>John R. Nelson</u>
<input checked="" type="checkbox"/>	Resolution passed by legislative body	<u>Common Council</u>
	Committee	_____
	Other	_____

## **Final Records Retention:**

Records Retained by:  Sponsor

Address where Records will be stored:

9229 W. Loomis Road, Franklin, WI 53132

***Records must be available for review by FHWA and WisDOT as requested***



**CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

**Local Force Account:**

Does the Sponsor desire to request permission to perform any project work through a Local Force Account?

\_\_\_\_\_ Yes X \_\_\_\_\_ No

If yes, the Sponsor acknowledges that they have read and understand the pertinent sections of the FDM and CMM relating to LFAs and understand the limitations associated with the use of LFAs.

\_\_\_\_\_ Sponsor's Initial

Cost Effectiveness Finding Drafted: \_\_\_\_\_ Sponsor X \_\_\_\_\_ Consultant (design)

Approved by:

\_\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other \_\_\_\_\_  
\_\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_\_ Other \_\_\_\_\_

**Federal Aid Billings:** *(Includes the preparation and submittal of reimbursement requests. Consultant refers to the administrative consultant.)*

Invoices Prepared by: Title \_\_\_\_\_ City Engineer \_\_\_\_\_  
X \_\_\_\_\_ Sponsor X \_\_\_\_\_ Consultant (administrative)

Costs Reviewed and approved for submittal by:

X \_\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other Glen E. Morrow  
\_\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_\_ Committee \_\_\_\_\_  
X \_\_\_\_\_ Other Danielle E. Brown

**CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

**DESIGN ENGINEERING**

Will Federal Funding be utilized for Design Costs?        X   Yes             No

Indicate whether these tasks will be performed by the Sponsor (S) or a Consultant (C) or N/A

<u>  S  </u> Update of Project Application	<u>  C  </u> Environmental Clearance
<u>  C  </u> Design Study Report (if required)	<u>  C  </u> Utility Coordination
<u>  C  </u> Relocation Order, R/W Plat (if required)	<u>  C  </u> Plans Development
<u>  C  </u> Draft Bid Advertisement	<u>  C  </u> PS&E Preparation

**CONSTRUCTION OVERSIGHT**

Will Federal Funding be utilized for Construction Oversight?        X   Yes             No

Indicate whether these tasks will be performed by the Sponsor (S) or Consultant(C) or N/A  
See Sponsor's Guide, Section 10

<u>  C  </u> Construction Staking	<u>  C  </u> Materials Testing and Inspection
<u>  C  </u> Materials Documentation	<u>  C  </u> Daily Diary
<u>  C  </u> Measurement of Quantities	<u>  C  </u> Estimates for Payment
<u>  C  </u> Time Charges	<u>  C  </u> Change Orders
<u>  C  </u> Final Acceptance	<u>  C  </u> Maintenance of Records
<u>  C  </u> Collect Contractor Payrolls	<u>  C  </u> Conduct field Interviews
<u>  C  </u> Job Site Board Postings	

**CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

**ON BEHALF OF THE SPONSOR**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Glen E. Morrow, PE, City Engineer  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Mayor John R. Nelson  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Shirley J. Roberts, City Clerk  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Danielle E. Brown, Director of Finance/Treasurer  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form-Jesse A. Wesolowski, City Attorney  
Title \_\_\_\_\_

**CONSULTANT ADMINISTRATION ON BEHALF OF SPONSOR**

Not applicable

**ACCEPTED BY WISDOT**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 07/02/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Results of the Department of Public Works Sale of Surplus Vehicles &amp; Equipment</b>	<b>ITEM NUMBER</b> G.15.

The following are the results of the sale of Department of Public Works surplus equipment through Auction Associates on June 8<sup>th</sup>, 2024:

<b>EQUIPMENT</b>	<b>AUCTION SALE PRICE</b>
Plow Blade & Wing - Loader Attachment	2,250.00
<b><i>Other Dept Vehicles:</i></b>	
2007 Ford Windstar, VIN #2FMDA522X7BA15443 (Health Dept #411003)	3,500.00
<b>Sub-Total</b>	<b>\$5,750.00</b>
<b>Auction Fee/Commission</b>	<b>-\$575.00</b>
<b>Tow Away Fee</b>	<b>-\$0</b>
<b>Total</b>	<b>\$5,175.00</b>

**COUNCIL ACTION REQUESTED**

This item is for Council review only, no action necessary.

KS/ams

**Consignor Settlement: Summer Government Municipal Auction 2024**

**Auction Associates Inc.**  
**W5066 County Road BE**  
**Bonduel, WI 54107**  
**Phone 920-748-3002**

June 8, 2024

**Consignor:**  
City of Franklin  
Kevin Schlueter  
7979 West Ryan Road  
Franklin, Wisconsin 53132

**Commission Settings:**  
Calculate Commission By: Each  
Commission Structure Type: Sliding Scale  
up to \$2,000.00 13%  
\$2,000.00-\$25,000.00 10%  
Over \$25,000.00 8%

	<b>UNIT PRICE</b>	<b>COMMISSION</b>	<b>TOTAL</b>
Lot#607: 2007 Ford Windstar VIN# 2FMDA522X7BA15443	\$3,500.00	\$350.00	\$3,150.00
Snow Plow, Item # 608	\$2,250.00	\$225.00	\$2,025.00

**Total Invoice Sale Price: 5,750.00**  
**Total Commission: 575.00**  
**Total Due To Consignor: 5,175.00**



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 2, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Award 2024 DPW Expansion at 7979 W. Ryan Road (TKN 896 9990 001) to Camosy Incorporated in the Amount of \$2,827,700.00	ITEM NUMBER Ald. Dist. 1 G. 16.

**BACKGROUND**

The 2023 Budget included \$2,964,000 in the 46- Capital Improvement Fund for a “DPW Cold Storage Building, Other Prep”. This project was included as there are two antiquated buildings on the DPW campus site (7979 W. Ryan Road) that are currently used for storage. The former City Hall and pre-1995 DPW garage facilities are anticipated to be demolished in the near future. DPW has inadequate and inefficient storage for equipment that is increasingly more expensive to replace and new storage building at the DPW site is desperately needed.

On February 21, 2024 Common Council authorized Staff to rebid this project as an expansion to the existing DPW building. Bids were received on April 30, 2024.

**ANALYSIS**

The bids were solicited as follows:

- Bid Package #1 (Site Fencing) - Base Bid No. BP#1-1
- Bid Package #1 - Alternate No. BP#1 - 2 (Add) to Base Bid - Fencing and Gates at 80th Street Recycling Site
- Bid Package #2 (Salt Structure Repairs) - Base Bid No. BP#2 - 1
- Bid Package #3 (Main Building Addition and Related Site Work) - Base Bid No. BP#3 - 1
- Alternate No. BP#3 - 1 (Add) to Base Bid - Site Utilities Per Sheet C4
- Alternate No. BP#3 - 2 (Add) to Base Bid - West Interior Mezzanine
- Alternate No. BP#3 - 3 (Add) to Base Bid - East Interior Mezzanine
- Alternate No. BP#3 - 4 (Add) to Base Bid - South Building Bay Extension
- Alternate No. BP#3 - 5 (Add) to Base Bid - Floor Coating Main Garage Building
- Alternate No. BP#3 - 6 (Add) to Base Bid - Lean-to Building
- Alternate No. BP#3 - 7 (Add) to Base Bid - 80th Street/Recycling Site and 80th Street Addition

Four bids were received as follows:

Bid Package	Staff Recommend	Altius Building Company	Camosy Incorporated	Mike Koeing Const. Co., Inc.	JH Hassinger, Inc.
Bid Package #1 (Site Fencing) - Base Bid No. BP#1-1	YES	\$185,338.00	\$176,200.00	\$0.00	\$188,162.00
Bid Package #1 - Alternate No. BP#1 - 2 (Add) to Base Bid - Fencing and Gates at 80th Street Recycling Site	no		\$85,900.00	\$0.00	\$81,456.00
Bid Package #2 (Salt Structure Repairs) - Base Bid No. BP#2 - 1	no	\$0.00	\$0.00	\$14,500.00	\$43,600.00
Bid Package #3 (Main Building Addition and Related Site Work) - Base Bid No. BP#3 - 1	YES	\$122,731.00	\$2,121,900.00	\$2,547,650.00	\$2,606,877.00
Alternate No. BP#3 - 1 (Add) to Base Bid - Site Utilities Per Sheet C4	YES		\$249,800.00	\$27,120.00	\$620,829.00
Alternate No. BP#3 - 2 (Add) to Base Bid - West Interior Mezzanine	no		\$157,800.00	\$105,540.00	\$132,448.00
Alternate No. BP#3 - 3 (Add) to Base Bid - East Interior Mezzanine	no		\$161,700.00	\$105,100.00	\$126,564.00
Alternate No. BP#3 - 4 (Add) to Base Bid - South Building Bay Extension	YES		\$279,800.00	\$234,000.00	\$228,904.00
Alternate No. BP#3 - 5 (Add) to Base Bid - Floor Coating Main Garage Building	no		\$97,800.00	\$103,230.00	\$98,148.00
Alternate No. BP#3 - 6 (Add) to Base Bid - Lean-to Building	no		\$203,500.00	\$143,300.00	\$207,341.00
Alternate No. BP#3 - 7 (Add) to Base Bid - 80th Street/Recycling Site and 80th Street Addition	no		\$384,500.00	\$405,580.00	\$508,019.00
<b>Total Bid with Packages and Alternates</b>		\$308,069.00	\$3,918,900.00	\$3,686,020.00	\$4,842,348.00
<b>Staff Recommended Package and Alternates</b>		N/A	\$2,827,700.00	\$2,808,770.00	\$3,644,772.00

With the Staff recommended options (highlighted yellow), Camosy Incorporated is the lowest bid of \$2,827,700.00. this amount is within the established budget. Kueny Architects has evaluated the bids and is recommending that Camosy be awarded the project as the lowest, responsive, and responsible bidder, considering the Staff recommended options.

**FISCAL NOTE**

This project was included in the 2023 Capital Improvement Fund with borrowing needed. The project budget is \$2,964,000. The borrowing was included in the General Obligation Bond sold on November 28, 2023 with \$2,980,000 included for this project. Note that \$50,000 is eligible for the ARPA utility project. Note that there is little room for change orders without corresponding deduction of change orders.

\$2,964,000.00	Project Budget
\$127,503.00	Kueny Architect Design of Cold Storage and CO 1 for Building Addition
\$1,600.00	Harwood Engineering for Stormwater Reviews
\$2,827,700.00	Construction Award to Camosy
(\$50,000.00)	ARPA Utility Project Costs
\$57,197.00	Amount for Contingency and Misc. Costs

Should Common Council determine a desire for additional bids to be awarded, a detail discussion with the Finance Director is needed. Note that there is also additional funding available to cover Alternate No. BP#3 - 7 (Add) to Base Bid - 80th Street/Recycling Site and 80th Street Addition, but would consume most of the fund balance for the solid waste fund.

**OPTIONS**

Award a contract to Camosy for the four recommended bid packages totaling \$2,827,700.00, or other direction to Staff with a discussion on alternate funding.

**COUNCIL ACTION REQUESTED**

Authorize Resolution 2024-\_\_\_\_ a resolution to award 2024 DPW Expansion at 7979 W. Ryan Road (TKN 896 9990 001) to Camosy Incorporated in the amount of \$2,827,700.00.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION TO AWARD 2024 DPW EXPANSION  
AT 7979 W.RYAN ROAD (TKN 896 9990 001) TO  
CAMOSY INCORPORATED IN THE AMOUNT OF \$2,827,700.00

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WHEREAS, the City of Franklin advertised and solicited bids for the 2024 DPW Expansion Project located at 7979 W. Ryan Road (TKN 896 9990 001); and

WHEREAS, four bids were received on April 30, 2024, and Camosy Incorporated was the lowest responsive and responsible bidder for the desired bid packages; and

WHEREAS, Camosy is a responsible and qualified public works contractor; and

WHEREAS, the City is utilizing American Rescue Plan Act (ARPA) to help finance a portion of the project.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, award the 2024 DPW Expansion at 7979 W. Ryan Road (TKN 896 9990 001) to Camosy Incorporated in the amount of \$2,827,700.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Camosy, Incorporated on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 07/02/24
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Establish 2024 Trick or Treat</b>	<b>ITEM NUMBER</b> G. 17,

The Council may wish to establish the 2024 Trick or Treat observance at this time for notification.

In 2023, Trick or Treat was held on Saturday, October 28, from 4-7pm. It is recommended that Saturday, October 26, from 4-7pm be established for 2024.

**COUNCIL ACTION REQUESTED**

Motion to establish Saturday, October 26, 2024, from 4-7 pm for the Halloween Trick of Treat observance in the City of Franklin.

Or as directed

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>07/02/2024</b>
<b>Reports and Recommendations</b>	Motion to authorize the Director of Health and Human Services to accept the Division of Public Health Consolidated Contract to continue funding health department grants.	<b>ITEM NUMBER</b> <i>G. 18.</i>

**Background:** The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department has again been awarded the Communicable Disease Control and Prevention grant funding for July 1, 2024 through June 30, 2025. Additionally, this Consolidated Contract includes an increase in funding award amount for the Franklin Health Department Immunization grant for 2024.

- Communicable Disease Control and Prevention: \$4,080
- Immunization: \$675

The Communicable Disease Control and Prevention grant provides funding to assist in communicable disease control related work. Specifically, this grant award supports the work of our Registered Sanitarians. It is used to help pay for equipment, supplies, and training needed to perform our health inspection work at the highest quality standards and prevent communicable disease initiation and/or spread from those entities inspected under the Department of Agriculture, Trade and Consumer Protection (DATCP) State Agent Program.

The Immunization Grant support the Franklin Health Department's immunization program and services.

The contract has been sent to the City Attorney for review.

**Recommendation:** The Director of Health and Human Services recommends approval to accept the Division of Public Health consolidated contract.

**COUNCIL ACTION REQUESTED**

A motion to authorize the Director of Health and Human Services to accept the Division of Public Health Consolidate Contract.

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-26 M1**

Bureau of Procurement and Contracting (BPC) Review:

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

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

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

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by

*Cody Wagner*

Name: Cody Wagner

Title: Office of Legal Counsel

5/8/2024

Date Signed





**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**Franklin HD**  
**for**  
**2024 DPH LPHD Consolidated Contract**

DHS Grant Agreement No.: 435100-G24-DPHCC24-26 M1  
DPH Contract No.: 62118-1  
Agreement Amount: \$12,338  
Agreement Term Period: 10/1/2023 to 9/30/2025  
GEARS Pre-Packet No: 26142, 26224

DHS Division: Division of Public Health  
DHS Grant Administrator: Anna Benton  
DHS Email: [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator: Ms Lauren Gottlieb  
Grantee Address: 9229 W LOOMIS RD, FRANKLIN, WI,  
531329728  
Grantee Email: [LLube@franklinwi.gov](mailto:LLube@franklinwi.gov)

Modification Description: We are increasing funding for the Immunization Program (Profile 155020), and we are adding funding for the Communicable Disease Prevention Program (Profile 155800). Please see attached scope(s) of work. We are also providing a new exhibit which updates our GEARS payment information section. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

**State of Wisconsin**  
**Department of Health Services**

**Grantee**  
Entity Name: \_\_\_\_\_

Authorized Representative

Authorized Representative

Name: \_\_\_\_\_

Name: Lauren Gottlieb

Title: \_\_\_\_\_

Title: Director of Health and Human Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CIVIL RIGHTS COMPLIANCE ATTACHMENT**

**The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.**

**Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:**

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

### **HIGH-RISK IT REVIEW**

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

**GEARS PAYMENT INFORMATION**

***DHS GEARS STAFF INTERNAL USE ONLY***

**GEARS PAYMENT INFORMATION**

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

GEARS Contract year: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	1/1/2024	12/31/2024	\$8,258

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155020	CONS CONTRACTS IMM		\$7,583	\$675	\$8,258	N/A
					\$8,258	

***DHS GEARS STAFF INTERNAL USE ONLY***

**GEARS PAYMENT INFORMATION**

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

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	7/1/2024	6/30/2025	\$4,080

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV		-	\$4,080	\$4,080	N/A
					\$4,080	

**GEARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	155020
<b>FAIN</b>	NH23IP22611
<b>Federal Award Date</b>	8/31/2023
<b>Sub-award period of Performance Start Date</b>	1/1/2024
<b>Sub-award period of Performance End Date</b>	12/31/2024
<b>Amount of Federal Funds obligated (committed) by this action</b>	\$675
<b>Total Amount of Federal Funds obligated (committed)</b>	\$8,258
<b>Federal Award Project Description</b>	Immunization Cooperative Agreements
<b>Federal Awarding Agency Name (Department)</b>	Department of Health Services
<b>DHS Awarding Official Name</b>	Debra K. Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622
<b>Assistance Listing (formerly CFDA) Number</b>	93.268
<b>Assistance Listing (formerly CFDA) Name</b>	Immunization Cooperative Agreements
<b>Total made available under each Federal award at the time of disbursement</b>	\$10,370,663
<b>R&amp;D?</b>	No
<b>Indirect Cost Rate</b>	7.9%

**Scope of Work**  
**Communicable Disease Control and Prevention (LPHD and Tribal HD)**  
**Funding Period July 1, 2024-June 30, 2025**

**Overview**

The Communicable Diseases Funding passed in the 2024-2025 Biennial Budget allocated \$500,000 in GPR per year as a continuing appropriation to local and tribal health agencies for communicable disease control and prevention .

The budget language as passed states:

*“252.185 Communicable disease control and prevention.*

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

- (a) Base allocation, including at least some base amount for each local health department.*
- (b) General population.*
- (c) Target populations.*
- (d) Risk factors.*
- (e) Geographic area, including consideration of the size of the service area or the density of population, or both*

*(2) By January 1, 2019, and biennially thereafter, each local health department shall submit to the division of the department that addresses public health issues a financial statement of its use of funds under this section.”*

**Eligible Uses**

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

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

Prohibited uses include:

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

### **Reporting Requirement**

The local agency is expected to submit its financial statement to the Director of the Bureau of Communicable Diseases of its use of funds for this fiscal year **no later than July 31, 2025**. Local and Tribal Health Agencies for Communicable Disease Funds are to submit their Financial Reports through a designated on-line form. Here is the link to the designated form for the 2024-2025 contract period. You will be asked to provide your contact information; a brief narrative describing how your agency or department used the allocated funds during the funding period; what the desired outcomes were for this funding; how you measured success or progress toward the desired outcomes and the indicators that were measured; indicate whether your agency or department engaged with any partners with the funding, who those partners were and their capacity; if your agency or department learned any lessons regarding how the funding was used and if you want to share those lessons; was there any additional information that you would like to share about the communicable disease funding.

### **Survey Link**

<https://survey.alchemer.com/s3/7775877/2024-2025-Financial-Reporting-for-Local-and-Tribal-Health-Agencies-for-Communicable-Disease-Funds-F-02439>

## 6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5<sup>th</sup> of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: [DHS600RCARS@dhs.wi.gov](mailto:DHS600RCARS@dhs.wi.gov).
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (<https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

**Certificate Of Completion**

Envelope Id 475E9B66A394417BBB01CC55CA139E0E  
 Subject MP - Franklin Health Dept - 2024 DPH Consolidated Contract- 435100-G24-DPHCC24-26 M1  
 Source Envelope  
 Document Pages 8 Signatures 1  
 Certificate Pages 5 Initials 0  
 AutoNav Enabled  
 Envelopeld Stamping Enabled  
 Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent

Envelope Originator  
 Yvette Smith  
 1 West Wilson St.  
 Madison, WI 53703  
 yvettea.smith@dhs.wisconsin.gov  
 IP Address 165.189.255.23

**Record Tracking**

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 yvettea.smith@dhs.wisconsin.gov  
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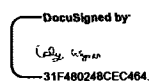
Location DocuSign

Location DocuSign

**Signer Events**

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

**Signature**



Signature Adoption Uploaded Signature Image  
 Using IP Address 165.189.255.43

**Timestamp**

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 Signed 5/8/2024 2:00:09 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lauren Gottlieb  
 LLube@franklinwi.gov  
 Director of Health and Human Services  
 Security Level Email, Account Authentication  
 (None)

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**Electronic Record and Signature Disclosure:**  
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 ID 806ba07a-639e-4c55-8d72-db873d706a47

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

**Electronic Record and Signature Disclosure:**  
 Accepted 5/8/2024 11:06:14 AM  
 ID 6c019108-535c-4d51-9b9d-c4ea03a9bceb

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp



**Carbon Copy Events**

CARS Contracts  
DHSCARSContracts@dhs.wisconsin.gov  
Wisconsin Department of Health Services  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status**

**COPIED**

**Timestamp**

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DPH Contracts  
DHSDPHContracts@dhs.wisconsin.gov  
DPH Contracts Shared Account  
Wisconsin Department of Health Services  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

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**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

5/8/2024 12:30:00 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact Wisconsin Department of Health Services:**

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

To contact us by email send messages to: [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov)

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

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

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

**To request paper copies from Wisconsin Department of Health Services**

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

**To withdraw your consent with Wisconsin Department of Health Services**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 2, 2024
Reports and Recommendations	<b>Amendment to the authorization for the Director of Health and Human Services to execute a contract with Metro Sound &amp; Video for the 2024 Health Wing AV System project to change the insurance provisions and to add contractor contact and project start date information.</b>	ITEM NUMBER  G. 19.

**Background:** Council approved authorization to execute a contract with Metro Sound & Video on 6/18/2024. This is an amendment to account for contract updates including 1. Change to the insurance provisions, 2. Addition of contractor contact name and project start date information.

**Analysis:** N/A

The contract has been sent to the City Attorney.

**Fiscal Note:** The Franklin Health Department was awarded grant funding to cover the cost of this AV system and installation. Cost of AV system and installation is \$34,122.

**COUNCIL ACTION REQUESTED**

Move to approve amendment and authorization for the Director of Health and Human Services to execute a contract with Metro Sound & Video for the 2024 Health Wing AV System project to change the insurance provisions and to add contractor contact and project start date information.

## **A G R E E M E N T**

This AGREEMENT, is made and entered into this \_\_\_\_ day of July 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Metro Sound & Video, 17028 West Victor Road, New Berlin, WI 53151 (hereinafter "CONTRACTOR"), whose principal place of business is AV equipment and installation.

### **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 AV equipment and install in the City of Franklin WI Health Wing;

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 AV equipment and install in the City of Franklin WI Health Wing, as described in CONTRACTOR's proposal to CLIENT dated June 7, 2024, 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, with a not-to-exceed budget of \$34,122.00, 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 \$34,122.00. 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. \_\_\_\_\_ 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, \_\_\_\_\_ 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. General/Commercial Liability	<p>\$1,000,000 per each occurrence for Personal &amp; Adv Injury.                  \$100,000 for damage to rented premises (each occurrence),                  \$2,000,000 per general aggregate  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
B. Automobile Liability	<p>\$1,000,000 combined single limit   <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor’s Pollution Liability	<p>\$1,000,000 per occurrence                  \$3,000,000 aggregate   <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>



D. Worker's Compensation and Employers' Liability	<p>Statutory</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
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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 as required above.

**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 Notice to Proceed as of June 20, 2024.

**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 6 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, as annexed hereto, 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

\_\_\_\_\_

BY \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME John R Nelson

PRINT NAME: \_\_\_\_\_

TITLE Mayor

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME. **Danielle L Brown**

TITLE **Director of Finance and Treasurer**

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME **Shirley J Roberts**

TITLE **City Clerk**

DATE \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
**Jesse A Wesolowski, City Attorney**

DATE \_\_\_\_\_

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> July 2, 2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>February, 2024 Monthly Financial Report</b>	<b>ITEM NUMBER</b> G. 20.

**Background**

The February, 2024 Financial Report is attached.

The Finance Committee reviewed this report at its June 25, 2024 meeting and recommends its acceptance.

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

**COUNCIL ACTION REQUESTED**

Receive and place on file.

Finance Dept - DB

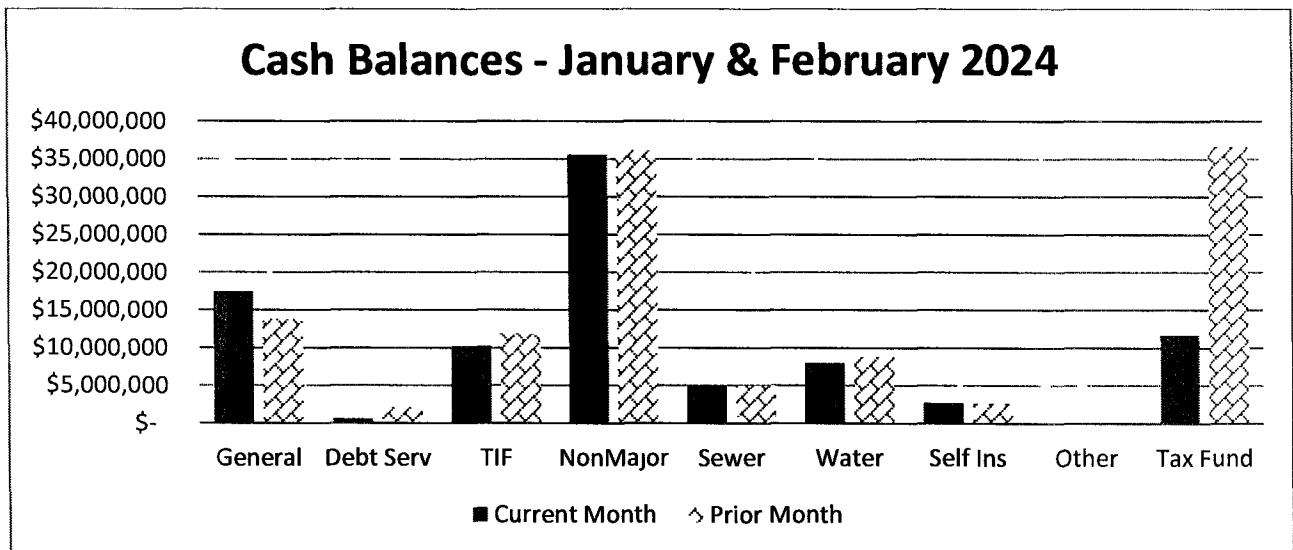


Date: June 25, 2024  
 To: Mayor Nelson, Common Council and Finance Committee Members  
 From: Danielle Brown, Director of Finance & Treasurer  
 Subject: February 2024 Financial Report

The February, 2024 financial reports for the General Fund, Debt Service Fund, TID Funds, American Rescue Plan, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund and Post Employment Insurance Fund are attached.

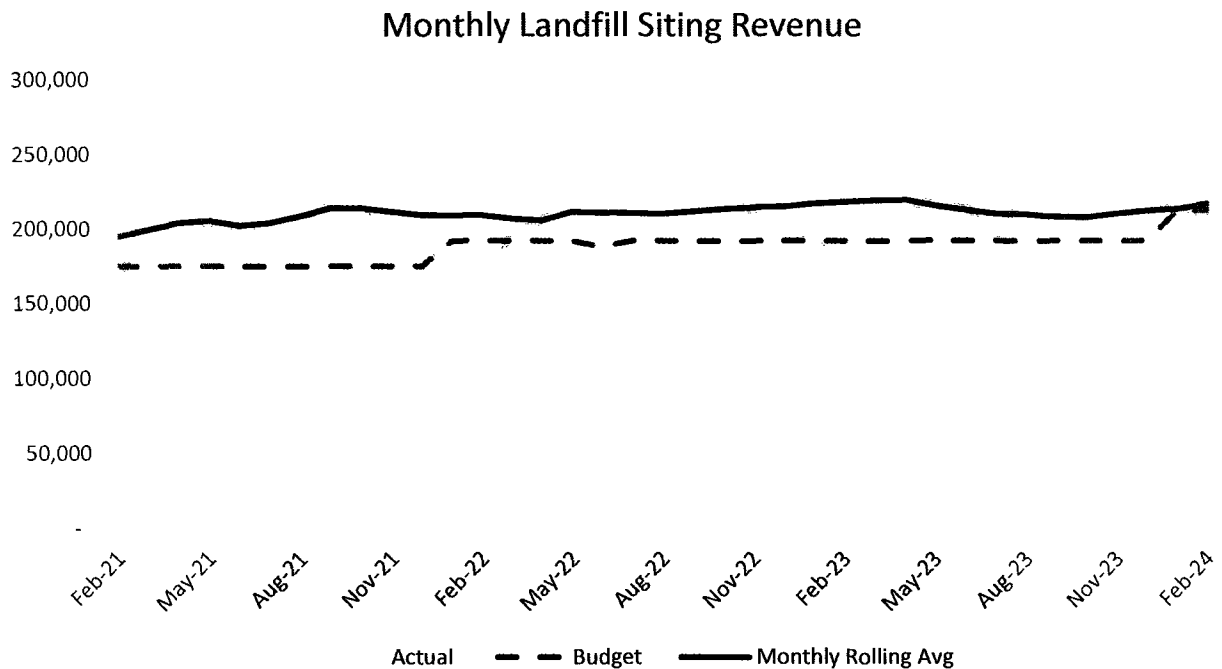
The budget allocation is completed using an average of the last five years actual spending against the Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial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

**Cash & Investments Summary** – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds total \$63.8 million. Tax settlements in January and February provided most of the increases.



Investment balances have been reduced at Institutional Capital Management. The Finance Department is looking into moving investments from Institutional Capital Management to American Deposit Management as all CD's have matured. Our relationship with American Deposit Management has provided the tool to tap the bank CD market.

**Landfill Siting Resources** – are spread across multiple capital funds and the General Fund. This resource is currently performing approximately .9% under the \$2.5 million budget. February's receipt (collected in March) were \$210,000 (compared to \$171,000 in Feb 2023). The current annualized run rate is \$2.5 million. The accompanying chart illustrates the current trend. Most of this resource is credited to the Capital funds. Resources in excess of budget will be evenly credited to Equipment Replacement and Street Improvement Funds.



**GENERAL FUND** revenues of \$14.9 million are \$157,000 under budget

Ambulance resources have started off strong (\$25,000 over budget) as well as special event public safety services. Engineering fees collected are \$45,000 over budget. Building permits collected are \$43,000 over budget. Investment income was \$146,000 more than budget with continued high rates of return.

Year to Date expenditures of \$4.9 million are \$83,000 under spent. Department Heads maintaining stable budgetary spending is holding Gen Government under budget. Some departments continue to hold vacancies which may create some flexibility in spending within future months.

A \$9.9 million surplus is slightly lower than budget – Collection of taxes is slightly slower than the expenses being paid.

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

**TIF Districts** – Staff has added the outstanding debt obligation by TID to aid in understanding TID performance. The TID's collected the \$2.9 million increment as expected, which has slowly declined over the last 5 years. Debt service represents the bulk of the activity in the TID's so far this year.

TID 3 – This TID closed in 2022 with the final taxing jurisdiction distributions sent. Any excess fund balance is interest that is to be transferred to the General Fund.

TID 4 – This TID closed in 2023 with the final taxing jurisdiction distributions planning to be sent in April 2024.

TID 5 – The \$1.16 million 2024 Increment was collected. \$1.88 million of debt service was paid on February 29, 2024. The TID has an \$683,000 fund balance which includes the \$1 million advance to help support the debt service payments delayed by the minimum assessment guarantee. There is \$24.6 million of outstanding GO debt related to this TID as well as a \$3.5 million Municipal Revenue Obligation.

TID 6 – The \$292,000 2024 Increment was collected. \$495,000 of debt service was paid on February 29, 2024. The TID has a \$-776,000 fund balance. The TID has \$8.6 million in outstanding GO debt.

TID 7 – There is no more activity in TID 7 at this time. The TID has a \$7.5 million fund balance due to the repayment of the mortgage loan and sale of Velo Village. The TID has \$4.99 million in outstanding Debt as well as a \$14.9 million MRO.

TID 8 – There is increasing development activity in TID 8 at this time. \$38,250 of debt service was paid on February 29, 2024. The TID has a \$-221,000 fund balance due to the lack of increment generated at the present time. The TID has \$3.5 million in outstanding Debt.

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

The City has obligated all of the funds to City capital projects as needed by December 31, 2024 and intend to spend the funds by December 31, 2026.

**SOLID WASTE FUND** – Tipping resources are running even to budget. Resources run 1 month behind. Investment income is running above budget significantly. Other activity is occurring as budgeted.

**CAPITAL OUTLAY FUND** – Resources are as expected.

The Health Department has ordered a new vehicle, the new City phone system has been implemented, and the Police Department has ordered some of their vehicle equipment in 2024.

**EQUIPMENT REPLACEMENT FUND** – Resources are as expected so far in 2024.



The Fire department has ordered their battalion chief vehicle and interim replacement ambulance

**STREET IMPROVEMENT FUND** – Intergovernmental resources get released over four payments, the last in November. In 2024, \$291,700 in property tax levy was allocated to the Street Improvement Fund

The 2024 street program contract has not been placed yet

**CAPITAL IMPROVEMENT FUND** – Interest income represents the majority of total revenue.

Expenditure encumbrances relate to projects currently in the works. Projects include: fiber optic network project, highway projects, park improvements, WisDOT projects, S. 116<sup>th</sup> Street trail project and the school traffic light project.

**DEVELOPMENT FUND** – Impact fee collections are starting very strong with several home building permits getting pulled. Interest income is running well over budget.

No transfers out have been made yet.

**UTILITY DEVELOPMENT FUND** – There has been little activity in this fund in 2024

**SELF INSURANCE FUND** – Resources are slightly below budget. This should level in May when there are 3 pay periods in the month.

The \$295,000 of claims are significantly lower than budget, and lower than 2023. \$116,000 of Stop Loss recoveries have reduced the net claims costs.

Due to high claims costs in 2023, the fund has a \$2.5 million fund balance, which is \$600,000 lower than 2023.

**RETIREE HEALTH FUND** – Benefit payments are stable in 2024. In past years, additional participant contributions have been approved.

Investment results have been stellar, with a \$366,000 gain so far in 2024, compared to a \$271,000 gain in 2023. Total Trust assets are 29% greater than 2020 at this time. Markets are volatile, so put investment results into perspective with a longer view. Market changes are foreshadowing a slight decline entering later months in 2024

**City of Franklin**  
**Cash & Investments Summary**  
**February 29, 2024**

	<b>Cash</b>	<b>American Deposit Management</b>	<b>Institutional Capital Management</b>	<b>Local Government Invest Pool</b>	<b>Total</b>	<b>Prior Month Total</b>
General Fund	\$ (644,240)	\$ 13,459,283	\$ 1,029,644	\$ 3,613,244	\$ 17,457,931	\$ 13,805,315
Debt Service Funds	21,090	573,308	-	-	594,398	2,098,350
TIF Districts	889,827	9,359,793	-	-	10,249,619	11,843,356
Nonmajor Governmental Funds	4,722,370	30,857,303	-	-	35,579,673	36,132,898
<b>Total Governmental Funds</b>	<b>4,989,047</b>	<b>54,249,686</b>	<b>1,029,644</b>	<b>3,613,244</b>	<b>63,881,621</b>	<b>63,879,918</b>
Sewer Fund	1,305,769	3,658,983	-	-	4,964,752	4,960,074
Water Utility	(25,380)	8,018,760	-	-	7,993,380	8,809,479
Self Insurance Fund	16,328	2,713,764	-	-	2,730,092	2,684,475
Other Designated Funds	11,558	-	-	-	11,558	12,282
<b>Total Other Funds</b>	<b>1,308,275</b>	<b>14,391,507</b>	<b>-</b>	<b>-</b>	<b>15,699,781</b>	<b>16,466,309</b>
<b>Total Pooled Cash &amp; Investments</b>	<b>6,297,322</b>	<b>68,641,193</b>	<b>1,029,644</b>	<b>3,613,244</b>	<b>79,581,402</b>	<b>80,346,227</b>
Property Tax Fund	8,716,754	2,982,544	-	-	11,699,298	36,603,905
<b>Total Trust Funds</b>	<b>8,716,754</b>	<b>2,982,544</b>	<b>-</b>	<b>-</b>	<b>11,699,298</b>	<b>36,603,905</b>
<b>Grand Total Cash &amp; Investments</b>	<b>15,014,076</b>	<b>71,623,737</b>	<b>1,029,644</b>	<b>3,613,244</b>	<b>91,280,700</b>	<b>116,950,133</b>
<b>Average Floating Rate of Return</b>		5.30%	4.60%	5.39%		
<b>Avg Weighted Rate of Return - CD's</b>		8.33%				
<b>Maturities:</b>						
Demand	15,014,076	67,798,737	516,012	3,613,244	86,942,068	112,612,708
Fixed Income & Equities						
2024 - Q1	-	-	513,632	-	513,632	512,425
2024 - Q2	-	-	-	-	-	-
2024 - Q3	-	1,620,000	-	-	1,620,000	1,620,000
2024 - Q4	-	-	-	-	-	-
2025 - Q1	-	2,205,000	-	-	2,205,000	2,205,000
	<b>15,014,076</b>	<b>71,623,737</b>	<b>1,029,644</b>	<b>3,613,244</b>	<b>91,280,700</b>	<b>116,950,133</b>

**City of Franklin**  
**2024 Financial Report**  
**General Fund Summary**  
**For the Two months ended February 29, 2024**

<b>Revenue</b>	<b>2024 Annual Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
Property Taxes	\$ 20,628,600	\$ 20,628,600	\$ 13,690,073	\$ 13,286,967	\$ (403,105)
Other Taxes	511,900	511,900	63,092	192,098	129,007
Intergovernmental Revenue	2,762,530	2,762,530	330,293	156,625	(173,668)
Licenses & Permits	1,305,550	1,305,550	167,609	211,773	44,165
Law and Ordinance Violations	400,000	400,000	71,581	77,870	6,289
Public Charges for Services	2,766,800	2,766,800	406,184	453,747	47,563
Intergovernmental Charges	325,000	325,000	42,067	58,933	16,866
Investment Income	1,014,660	1,014,660	137,892	284,434	146,541
Sales of Capital Assets	200	200	93	-	(93)
Miscellaneous Revenue	147,720	147,720	22,060	58,635	36,575
Refund/Reimbursement - Elec	-	-	-	-	-
Transfer from Other Funds	950,000	950,000	166,259	158,400	(7,859)
<b>Total Revenue</b>	<b>\$ 30,812,960</b>	<b>\$ 30,812,960</b>	<b>\$ 15,097,203</b>	<b>\$ 14,939,482</b>	<b>\$ (157,721)</b>
<b>Expenditures</b>	<b>2024 Annual Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
General Government	\$ 3,624,214	\$ 3,638,380	\$ 783,926	\$ 631,762	E \$ 152,164
Public Safety	20,383,939	20,383,939	3,287,310	3,581,467	E (294,157)
Public Works	4,676,354	4,682,359	703,819	642,297	E 61,522
Health and Human Services	785,433	785,433	97,163	113,223	(16,060)
Other Culture and Recreation	406,653	418,510	53,774	16,563	E 37,211
Conservation and Development	827,722	827,722	119,667	89,156	E 30,511
Contingency and Unclassified	2,845,000	2,900,129	57,469	-	57,469
Anticipated underexpenditures	(300,000)	(300,000)	(50,000)	-	(50,000)
Transfers to Other Funds	71,000	71,000	-	-	-
Encumbrances	-	-	-	(105,152)	105,152
<b>Total Expenditures</b>	<b>\$ 33,320,315</b>	<b>\$ 33,407,472</b>	<b>\$ 5,053,129</b>	<b>\$ 4,969,317</b>	<b>\$ 83,812</b>
Excess of revenue over (under) expenditures	(2,507,355)	(2,594,512)	<u>\$ 10,044,074</u>	9,970,165	<u>\$ (73,909)</u>
Fund balance, beginning of year	<u>13,006,792</u>	<u>13,006,792</u>		<u>13,006,792</u>	
Fund balance, end of period	<u>\$ 10,499,437</u>	<u>\$ 10,412,280</u>		<u>\$ 22,976,958</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin  
Debt Service Funds  
Balance Sheet  
February 29, 2024 and February 28, 2023**

	2024 Special Assessment	2024 Debt Service	2024 Total	2023 Special Assessment	2023 Debt Service	2023 Total
<b>Assets</b>						
Cash and investments	\$ 204,604	\$ 389,794	\$ 594,398	\$ 192,453	\$ 606,487	\$ 798,940
Accounts receivable	8,978		8,978	10,662	-	10,662
Total Assets	<u>\$ 213,582</u>	<u>\$ 389,794</u>	<u>\$ 603,376</u>	<u>\$ 203,115</u>	<u>\$ 606,487</u>	<u>\$ 809,602</u>
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 8,978	\$ -	\$ 8,978	\$ 10,662	\$ -	\$ 10,662
Due to other funds	-	-	-	-	-	-
Special Deposits	-	-	-	-	-	-
Unassigned fund balance	204,604	389,794	594,398	192,453	606,487	798,940
Total Liabilities and Fund Balance	<u>\$ 213,582</u>	<u>\$ 389,794</u>	<u>\$ 603,376</u>	<u>\$ 203,115</u>	<u>\$ 606,487</u>	<u>\$ 809,602</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Two months ended February 29, 2024 and February 28, 2023**

	2024 Special Assessment	2024 Debt Service	2024 Year-to-Date Actual	2024 Original Budget	51 2023 Special Assessment	31 2023 Debt Service	2023 Year-to-Date Actual
<b>Revenue:</b>							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Landfill siting revenue			-				-
Special Assessments	-	-	-	2,000	-	-	-
Investment Income	1,700	14,031	15,731	32,300	1,342	7,163	8,505
Bond & Note Premium	-	-	-	-	-	-	-
Total Revenue	<u>1,700</u>	<u>1,114,031</u>	<u>1,115,731</u>	<u>1,134,300</u>	<u>1,342</u>	<u>1,107,163</u>	<u>1,108,505</u>
<b>Expenditures:</b>							
Debt Service							
Principal	-	1,395,000	1,395,000	1,300,000	-	1,035,000	1,035,000
Interest	-	119,366	119,366	246,042	-	67,263	67,263
Bank Fees	-	1,800	1,800	2,400	-	1,600	1,600
Total Expenditures	<u>-</u>	<u>1,516,166</u>	<u>1,516,166</u>	<u>1,548,442</u>	<u>-</u>	<u>1,103,863</u>	<u>1,103,863</u>
Transfers in	-	-	-	2,343,008	-	-	-
Transfers out	-	-	-	-	-	-	-
Net change in fund balances	1,700	(402,135)	(400,435)	1,928,866	1,342	3,300	4,642
Fund balance, beginning of year	202,904	791,929	994,833	994,833	191,111	603,187	794,298
Fund balance, end of period	<u>\$ 204,604</u>	<u>\$ 389,794</u>	<u>\$ 594,398</u>	<u>\$ 2,923,699</u>	<u>\$ 192,453</u>	<u>\$ 606,487</u>	<u>\$ 798,940</u>

City of Franklin  
Consolidating TID Funds  
Balance Sheet  
As of February 29, 2024

	Northwestern Mutual TID.3	Ascension Hospital TID.4	Ballpark Commons TID.5	Loomis & Ryan TID.6	Velo Village TID.7	Corporate Park TID.8	Total
<b>Assets</b>							
Cash & Investments	\$ 13,307	\$ 2,067,895	\$ 695,282	\$ (783,831)	\$ 7,510,354	\$ 713,955	\$ 10,216,962
Accounts Receivable	-	-	987,943	437,222	-	-	1,425,164
Total Assets	\$ 13,307	\$ 2,067,895	\$ 1,683,224	\$ (346,609)	\$ 7,510,354	\$ 713,955	\$ 11,642,127
<b>Liabilities and Fund Balance</b>							
Accounts Payable	\$ -	\$ -	\$ -	\$ 13,948	\$ -	\$ 24,149	\$ 38,097
Interfund Advance from Development Fund	-	-	-	415,524	-	-	415,524
Due to other funds - Interfund Advance	-	-	-	-	-	911,433	911,433
Advances from Other Funds	-	-	1,000,000	-	-	-	1,000,000
Deferred Inflow	-	-	0	-	-	-	0
Unearned Revenue	-	-	1,000,000	429,472	-	935,582	2,365,054
Total Liabilities	-	-	1,000,000	429,472	-	935,582	2,365,054
Ending Fund Balance	13,307	2,067,895	683,224	(776,081)	7,510,354	(221,626)	9,277,073
Total Liabilities and Fund Balance	13,307	2,067,895	1,683,224	(346,609)	7,510,354	713,955	11,642,127

GO Debt Outstanding  
Internal Advances Outstanding  
MRO Outstanding  
\*\*\* Additional MRO's committed to, but not issued

Statement of Revenue, Expenses and Fund Balance  
For the Two months ended February 29, 2024

	Northwestern Mutual TID.3	Ascension Hospital TID.4	Ballpark Commons TID.5	Loomis & Ryan TID.6	Velo Village TID.7	Corporate Park TID.8	Total
<b>Revenue</b>							
General Property Tax Levy	\$ -	\$ -	\$ 1,166,952	\$ 292,539	\$ 727,429	\$ 755,803	\$ 2,942,723
Payment in Lieu of Tax	-	-	-	-	-	-	-
State Exempt Aid	-	-	-	2,132	-	-	32,487
Investment Income	13,307	7,569	9,479	-	-	-	4,648
Bond Proceeds	-	-	-	-	-	-	-
Other Taxes	-	-	-	-	-	-	-
Miscellaneous revenue	-	-	-	-	-	-	-
Total Revenue	13,307	7,569	1,176,431	294,671	727,429	760,451	2,979,858
<b>Expenditures</b>							
Debt Service Principal	\$ -	\$ -	\$ 1,550,000	\$ 370,000	\$ 100,000	\$ -	\$ 2,020,000
Debt Service Interest & Fees	-	-	330,408	124,876	63,628	38,250	557,161
Administrative Expenses	-	-	6,240	1,320	1,320	6,240	15,120
Refunded Property Taxes	-	-	-	-	-	-	-
Culture recreation and education	-	-	1,000	-	-	4,540	5,540
Professional Services	-	-	6,557	1,314	(7,392)	1,801	2,280
Capital outlay	-	-	-	163,810	-	(971,731)	(807,921)
Development Incentive & Obligation Payments	-	-	-	-	-	-	-
Encumbrances	-	-	-	(163,810)	7,500	-	(156,310)
Total Expenditures	-	-	1,894,204	497,510	165,056	(920,900)	1,635,870
Excess of revenue over expenditures	13,307	7,569	(717,774)	(202,839)	562,374	1,681,351	1,343,988
Transfers In/Out	-	-	-	-	-	-	-
Fund balance beginning of year	-	2,060,326	1,400,998	(573,242)	6,947,981	(1,902,977)	7,933,086
Fund balance end of period	\$ 13,307	\$ 2,067,895	\$ 683,224	\$ (776,081)	\$ 7,510,354	\$ (221,626)	\$ 9,277,074

**City of Franklin**  
**Tax Increment Financing District #3 - Northwestern Mutual**  
**Balance Sheet**  
**As of February 29, 2024**

<u>Assets</u>	2024	2023
Cash & investments	\$ 13,307	\$ 37,574
Total Assets	<u>\$ 13,307</u>	<u>\$ 37,574</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ -	\$ -
Total Liabilities	<u>-</u>	<u>-</u>
Assigned fund balance	13,307	37,574
Total Liabilities and Fund Balance	<u>\$ 13,307</u>	<u>\$ 37,574</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	2024 Annual Budget	2024 Amended Budget	2024 Year-to-Date Budget	2024 Year-to-Date Actual	2023 Year-to-Date Actual
<b>Revenue</b>					
General property tax levy	\$ -	\$ -	\$ -	\$ -	\$ -
State exempt aid	-	-	-	-	-
Investment income	-	-	-	13,307	-
Bond proceeds	-	-	-	-	17,058
Miscellaneous Revenue	-	-	-	-	-
Total Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,307</u>	<u>17,058</u>
<b>Expenditures</b>					
Debt service principal	-	-	-	-	390,000
Debt service interest & fees	-	-	-	-	5,850
Administrative expenses	-	-	-	-	-
Refunded Property Taxes	-	-	-	-	3,707
Culture, recreation and education	-	-	-	-	-
Professional services	-	-	-	-	-
Capital outlays	-	-	-	-	-
Development incentive & obligation payments	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>399,557</u>
Revenue over (under) expenditures	-	-	-	13,307	(382,499)
Transfers In (out)	-	-	-	-	(605,259)
Fund balance, beginning of year	<u>1,508,587</u>	<u>1,508,587</u>	<u>-</u>	<u>-</u>	<u>1,025,332</u>
Fund balance, end of period	<u>\$ 1,508,587</u>	<u>\$ 1,508,587</u>	<u>\$ -</u>	<u>\$ 13,307</u>	<u>\$ 37,574</u>

**City of Franklin**  
**Tax Increment Financing District #4 - Ascension Hospital**  
**Balance Sheet**  
**As of February 29, 2024**

<b>Assets</b>	<b>2024</b>	<b>2023</b>
Cash & investments	\$ 2,067,895	\$ 844,128
Total Assets	\$ 2,067,895	\$ 844,128
<b>Liabilities and Fund Balance</b>		
Accounts Payable	\$ -	\$ -
Due to other funds - Interfund Advance	-	-
Total Liabilities	-	-
Assigned fund balance	2,067,895	844,128
Total Liabilities and Fund Balance	\$ 2,067,895	\$ 844,128

**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	<b>2024 Annual Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>2023 Year-to-Date Actual</b>
<b>Revenue</b>					
General Property Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ -
Payment in Lieu of Tax	-	-	-	-	-
State Exempt Aid	-	-	-	-	-
Investment Income	-	-	-	7,569	6,136
Miscellaneous revenue	-	-	-	-	-
Total Revenue	-	-	-	7,569	6,136
<b>Expenditures</b>					
Debt service interest & fees	-	-	-	-	-
Administrative expenses	-	-	-	-	820
Professional services	-	-	-	-	14,920
Capital outlays	-	-	-	-	117,848
Encumbrances	-	-	-	-	(132,768)
Total Expenditures	-	-	-	-	820
Revenue over (under) expenditures	-	-	-	7,569	5,316
Fund balance, beginning of year	2,060,326	2,060,326	2,060,326	2,060,326	838,812
Fund balance, end of period	\$ 2,060,326	\$ 2,060,326	\$ 2,060,326	\$ 2,067,895	\$ 844,128

**City of Franklin**  
**Tax Increment Financing District #5**  
**Balance Sheet**  
**As of February 29, 2024**

<b>Assets</b>	<b>2024</b>	<b>2023</b>
Cash & investments	\$ 695,282	\$ 123,731
Total Assets	<u>\$ 1,683,224</u>	<u>\$ 123,731</u>
<b>Liabilities and Fund Balance</b>		
Accounts Payable	\$ -	\$ 1,278
Total Liabilities	<u>1,000,000</u>	<u>1,278</u>
Assigned fund balance	683,224	122,453
Total Liabilities and Fund Balance	<u>\$ 1,683,224</u>	<u>\$ 123,731</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	<b>2024 Annual Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>2023 Year-to-Date Actual</b>
<b>Revenue</b>					
General Property Tax Levy	\$ 1,270,000	\$ 1,270,000	\$ 501,000	\$ 1,166,952	\$ 1,094,021
Payment in Lieu of Tax	90,000	90,000	15,000	-	-
State Exempt Aid	12,900	12,900	2,150	-	-
Investment Income	-	-	-	9,479	-
Miscellaneous revenue	838,000	838,000	139,667	-	-
Total Revenue	<u>2,210,900</u>	<u>2,210,900</u>	<u>657,817</u>	<u>1,176,431</u>	<u>1,095,102</u>
<b>Expenditures</b>					
Debt service principal	1,550,000	1,550,000	258,333	1,550,000	750,000
Debt service interest & fees	640,803	640,803	225,648	330,408	341,225
Administrative expenses	37,420	37,420	8,691	6,240	1,020
Professional services	11,200	2,350	1,091	6,557	1,841
Capital outlays	-	-	-	-	-
Encumbrances	-	-	-	-	-
Total Expenditures	<u>2,245,423</u>	<u>2,236,573</u>	<u>494,776</u>	<u>1,894,204</u>	<u>1,094,085</u>
Revenue over (under) expenditures	(34,523)	(25,673)	163,040	(717,774)	1,017
Fund balance, beginning of year	<u>1,402,398</u>	<u>1,402,398</u>	<u>1,400,998</u>	<u>1,400,998</u>	<u>121,436</u>
Fund balance, end of period	<u>\$ 1,367,875</u>	<u>\$ 1,376,725</u>	<u>\$ 1,564,038</u>	<u>\$ 683,224</u>	<u>\$ 122,453</u>



**City of Franklin**  
**Tax Increment Financing District #6 - Loomis & Ryan**  
**Balance Sheet**  
**As of February 29, 2024**

<u>Assets</u>	<b>2024</b>	<b>2023</b>
Cash & investments	\$ (783,831)	\$ (611,743)
Accounts receivable	437,222	-
Total Assets	<u>\$ (346,609)</u>	<u>\$ (611,743)</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 13,948	\$ 450
Total Liabilities	429,472	450
Assigned fund balance	(776,081)	(612,193)
Total Liabilities and Fund Balance	<u>\$ (346,609)</u>	<u>\$ (611,743)</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	<b>2024</b>	<b>2024</b>	<b>2024</b>	<b>2023</b>
	<b>Annual</b>	<b>Year-to-Date</b>	<b>Year-to-Date</b>	<b>Year-to-Date</b>
	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>	<b>Actual</b>
<b>Revenue</b>				
General Property Tax Levy	\$ 315,000	\$ 52,500	\$ 292,539	\$ 58,702
Payment in Lieu of Tax	699,920	116,653	-	-
Investment Income	-	-	2,132	-
Bond Proceeds	-	-	-	1,348
Miscellaneous revenue	-	-	-	-
Total Revenue	<u>1,014,920</u>	<u>169,153</u>	<u>294,671</u>	<u>60,051</u>
<b>Expenditures</b>				
Debt service principal	370,000	61,667	370,000	290,000
Debt service interest & fees	243,353	87,731	124,876	129,926
Administrative expenses	7,920	1,320	1,320	2,860
Professional services	11,200	1,867	1,314	2,210
Capital outlays	-	-	163,810	613,237
Encumbrances	-	-	(163,810)	(612,064)
Total Expenditures	<u>632,473</u>	<u>152,584</u>	<u>497,510</u>	<u>426,169</u>
Revenue over (under) expenditures	382,447	16,569	(202,839)	(366,118)
Fund balance, beginning of year	<u>267,152</u>	<u>(573,242)</u>	<u>(573,242)</u>	<u>(246,075)</u>
Fund balance, end of period	<u>\$ 649,599</u>	<u>\$ (556,672)</u>	<u>\$ (776,081)</u>	<u>\$ (612,193)</u>

**City of Franklin**  
**Tax Increment Financing District #7 - Velo Village**  
**Balance Sheet**  
**As of February 29, 2024**

<u>Assets</u>	2024	2023
Cash & investments	\$ 7,510,354	\$ 9,297,657
Accounts receivable	-	90,000
Interest receivable	-	-
<b>Total Assets</b>	<b><u>\$ 7,510,354</u></b>	<b><u>\$ 9,387,657</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Advances from Other Funds	0	1,500,000
Deferred Inflow	-	3,347,737
<b>Total Liabilities</b>	<b><u>-</u></b>	<b><u>4,847,737</u></b>
 Assigned fund balance	 7,510,354	 4,539,920
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 7,510,354</u></b>	<b><u>\$ 9,387,657</u></b>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	2024 Annual Budget	2024 Amended Budget	2024 Year-to-Date Budget	2024 Year-to-Date Actual	2023 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ 791,800	\$ 791,800	\$ 12,500	\$ 727,429	\$ 739,722
Investment Income	295,000	295,000	49,167	-	-
Miscellaneous revenue	-	-	-	-	-
<b>Total Revenue</b>	<b><u>1,086,800</u></b>	<b><u>1,086,800</u></b>	<b><u>61,667</u></b>	<b><u>727,429</u></b>	<b><u>741,253</u></b>
<b>Expenditures</b>					
Debt service interest & fees	126,081	126,081	21,013	63,628	62,910
Administrative expenses	7,920	7,920	1,320	1,320	1,020
Professional services	1,350	1,350	225	(7,392)	(7,500)
Development incentive & obligation payments	816,000	816,000	136,000	-	-
Encumbrances	-	-	-	7,500	7,500
<b>Total Expenditures</b>	<b><u>1,051,351</u></b>	<b><u>1,051,351</u></b>	<b><u>175,225</u></b>	<b><u>165,056</u></b>	<b><u>63,930</u></b>
 Revenue over (under) expenditures	 35,449	 35,449	 (113,558)	 562,374	 677,322
 Fund balance, beginning of year	 <u>7,714,381</u>	 <u>7,714,381</u>	 <u>6,947,981</u>	 <u>6,947,981</u>	 <u>3,862,598</u>
 Fund balance, end of period	 <b><u>\$ 7,749,830</u></b>	 <b><u>\$ 7,749,830</u></b>	 <b><u>\$ 6,834,422</u></b>	 <b><u>\$ 7,510,354</u></b>	 <b><u>\$ 4,539,920</u></b>

**City of Franklin**  
**Tax Increment Financing District #8 - Corporate Park**  
**Balance Sheet**  
**As of February 29, 2024**

<u>Assets</u>	2024	2023
Cash & investments	\$ 713,955	\$ (1,087,317)
Total Assets	<u>\$ 713,955</u>	<u>\$ (213,084)</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 24,149	\$ 25,220
Advances from Other Funds	-	-
Total Liabilities	<u>935,582</u>	<u>25,220</u>
Assigned fund balance	(221,626)	(238,304)
Total Liabilities and Fund Balance	<u>\$ 713,955</u>	<u>\$ (213,084)</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	2024 Annual Budget	2024 Amended Budget	2024 Year-to-Date Budget	2024 Year-to-Date Actual	2023 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ 785,000	\$ 785,000	\$ 130,833	\$ 755,803	\$ 204,026
Investment Income	-	-	-	-	-
Bond Proceeds	0	0	-	4,648	14,503
Miscellaneous revenue	-	-	-	-	874,233
Total Revenue	<u>785,000</u>	<u>785,000</u>	<u>130,833</u>	<u>760,451</u>	<u>1,092,761</u>
<b>Expenditures</b>					
Debt service interest & fees	76,100	76,100	12,683	38,250	38,050
Administrative expenses	37,420	37,420	6,237	6,240	8,820
Professional services	46,200	46,200	7,700	1,801	-
Capital outlays	-	1,000,000	-	(971,731)	1,601,655
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	-	(1,777,325)
Total Expenditures	<u>187,000</u>	<u>1,187,000</u>	<u>31,167</u>	<u>(920,900)</u>	<u>54,457</u>
Revenue over (under) expenditures	598,000	(402,000)	99,667	1,681,351	1,038,304
Fund balance, beginning of year	<u>(1,902,977)</u>	<u>(1,902,977)</u>	<u>(1,902,977)</u>	<u>(1,902,977)</u>	<u>(1,276,608)</u>
Fund balance, end of period	<u>\$ (1,304,977)</u>	<u>\$ (2,304,977)</u>	<u>\$ (1,803,310)</u>	<u>\$ (221,626)</u>	<u>\$ (238,304)</u>

**City of Franklin  
American Rescue Plan  
Balance Sheet  
February 29, 2024 and 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 3,519,373	\$ 3,757,616
<b>Total Assets</b>	<b><u>\$ 3,519,373</u></b>	<b><u>\$ 3,757,616</u></b>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned revenue	3,748,350	\$ -
Encumbrance	-	-
Assigned fund balance	(228,977)	3,757,616
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 3,519,373</u></b>	<b><u>\$ 3,757,616</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Two months ended February 29, 2024 and 2023**

	<u>2024</u> <u>Original</u> <u>Budget</u>	<u>2024</u> <u>Amended</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue:</b>					
Intergovernmental	\$ 1,918,000	\$ 1,918,000	\$ 319,667	\$ -	\$ -
Investment Income	7,200	7,200	1,200	-	1,248
Total Revenue	<u>1,925,200</u>	<u>1,925,200</u>	<u>320,867</u>	<u>-</u>	<u>1,248</u>
<b>Expenditures:</b>					
Non Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -
Auditor Services	5,600	5,600	933	-	-
Legal Services	-	-	-	-	-
Investment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to Capital Outlay	-	7,000	-	-	-
Transfer to Capital Improvement Fund	1,918,000	1,918,000	319,667	-	-
Encumbrances	-	-	-	-	-
Total Expenditures	<u>1,923,600</u>	<u>1,930,600</u>	<u>320,600</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	1,600	(5,400)	<u>267</u>	-	1,248
Fund balance, beginning of year	<u>(228,977)</u>	<u>(228,977)</u>		<u>(228,977)</u>	<u>3,756,368</u>
Fund balance, end of period	<u>\$ (227,377)</u>	<u>\$ (234,377)</u>		<u>\$ (228,977)</u>	<u>\$ 3,757,616</u>

**City of Franklin**  
**Solid Waste Collection Fund**  
**Balance Sheet**  
**February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 2,148,906	\$ 1,940,822
Tax Receivables	46	46
Accrued Receivables	460	166
Total Assets	<u>\$ 2,149,412</u>	<u>\$ 1,941,034</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ (52)
Accrued salaries & wages	53	48
Unearned Revenue	(801)	(801)
Restricted fund balance	2,150,159	1,941,840
Total Liabilities and Fund Balance	<u>\$ 2,149,412</u>	<u>\$ 1,941,034</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	<u>2024</u> <u>Original</u> <u>Budget</u>	<u>2024</u> <u>YTD</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue:</b>				
Grants	\$ 69,000	\$ 69,000	\$ -	\$ -
User Fees	1,854,600	1,854,600	1,852,996	1,613,636
Landfill Operations-tippage	390,000	390,000	33,916	63,197
Investment Income	17,900	17,900	14,253	10,812
Sale of Recyclables	-	-	1,752	-
Total Revenue	<u>2,331,500</u>	<u>2,331,500</u>	<u>1,902,918</u>	<u>1,687,646</u>
<b>Expenditures:</b>				
Personnel Services	17,620	17,620	143	988
Refuse Collection	845,000	845,000	69,613	67,931
Recycling Collection	822,000	822,000	68,781	66,847
Leaf & Brush Pickups	69,000	69,000	-	-
Tippage Fees	556,000	556,000	44,436	-
Miscellaneous	2,625	2,625	143	125
Printing	1,000	1,000	-	-
Refunded User Fees	-	-	-	-
Total Expenditures	<u>2,313,245</u>	<u>2,313,245</u>	<u>183,117</u>	<u>135,890</u>
Revenue over (under) expenditures	18,255	<u>18,255</u>	1,719,801	1,551,756
Fund balance, beginning of year	<u>430,358</u>		<u>430,358</u>	<u>390,084</u>
Fund balance, end of period	<u>\$ 448,613</u>		<u>\$ 2,150,159</u>	<u>\$ 1,941,840</u>

**City of Franklin  
Capital Outlay Fund  
Balance Sheet  
February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 1,830,486	\$ 1,414,248
Accounts Receivables	88	16,136
<b>Total Assets</b>	<b><u>\$ 1,830,574</u></b>	<b><u>\$ 1,430,384</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 495
Assigned fund balance	1,830,574	1,429,889
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 1,830,574</u></b>	<b><u>\$ 1,430,384</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Two months ended February 29, 2024 and February 28, 2023**

	<u>2024 Original Budget</u>	<u>2024 Amended Budget</u>	<u>2024 Year-to-Date Budget</u>	<u>2024 Year-to-Date Actual</u>	<u>2023 Year-to-Date Actual</u>
<b>Revenue:</b>					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	63,000	113,000	10,500	-	5,950
Landfill Siting	965,000	965,000	98,433	77,872	182,875
Investment Income	28,000	28,000	4,667	6,047	11,143
Miscellaneous Revenue	2,000	2,000	78	-	-
Transfers from Other Funds	-	-	-	-	-
<b>Total Revenue</b>	<b><u>1,058,000</u></b>	<b><u>1,108,000</u></b>	<b><u>113,678</u></b>	<b><u>83,919</u></b>	<b><u>199,968</u></b>
<b>Expenditures:</b>					
General Government	408,067	470,366	12,303	27,351 E	1,755
Public Safety	464,266	705,966	97,858	330,881 E	290,105
Public Works	145,125	197,225	6,980	531 E	-
Health and Human Services	17,796	17,796	8,898	40,218 E	-
Culture and Recreation	-	78,250	-	-	-
Conservation and Development	9,872	243,113	1,645	48,366 E	91,276
Contingency	10,000	10,000	-	-	-
Encumbrances	-	-	-	(384,746)	(160,886)
<b>Total Expenditures</b>	<b><u>1,055,126</u></b>	<b><u>1,722,716</u></b>	<b><u>127,685</u></b>	<b><u>62,602</u></b>	<b><u>222,250</u></b>
Revenue over (under) expenditures	2,874	(614,716)	<u>(14,007)</u>	21,318	(22,282)
Fund balance, beginning of year	<u>1,809,256</u>	<u>1,809,256</u>		<u>1,809,256</u>	<u>1,452,171</u>
Fund balance, end of period	<b><u>\$ 1,812,130</u></b>	<b><u>\$ 1,194,540</u></b>		<b><u>\$ 1,830,574</u></b>	<b><u>\$ 1,429,889</u></b>

**City of Franklin**  
**Equipment Replacement Fund**  
**Balance Sheet**  
**February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 1,537,281	\$ 850,806
Taxes receivable	-	-
Accounts Receivable	-	-
<b>Total Assets</b>	<b><u>\$ 1,537,281</u></b>	<b><u>\$ 850,806</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned revenue	-	-
Encumbrance	-	-
Assigned fund balance	1,537,281	850,805
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 1,537,281</u></b>	<b><u>\$ 850,805</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	<u>2024</u> <u>Original</u> <u>Budget</u>	<u>2024</u> <u>Amended</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue:</b>					
Landfill	\$ 480,000	\$ 480,000	\$ 55,091	\$ 39,990	\$ 75,410
Investment Income	34,000	34,000	5,667	7,641	8,804
Grants	-	-	-	-	-
Property Sales	20,000	20,000	2,560	-	51,977
Refunds/Reimbursements	-	-	-	-	-
Miscellaneous Revenue-Close out TID #	-	-	-	-	-
Transfers From Fund Balance	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
<b>Total Revenue</b>	<b><u>534,000</u></b>	<b><u>534,000</u></b>	<b><u>63,318</u></b>	<b><u>47,631</u></b>	<b><u>136,191</u></b>
<b>Expenditures:</b>					
General Government	32,000	32,000	16,000	-	-
Public Safety	125,000	848,568	74,548	358,860 E	-
Public Works	460,000	460,000	107,842	-	305,998
Encumbrances	-	-	-	(28,280)	(76,082)
<b>Total Expenditures</b>	<b><u>617,000</u></b>	<b><u>1,340,568</u></b>	<b><u>198,391</u></b>	<b><u>330,580</u></b>	<b><u>229,916</u></b>
Revenue over (under) expenditures	(83,000)	(806,568)	<u>(135,073)</u>	(282,949)	(93,725)
Fund balance, beginning of year	<u>1,820,230</u>	<u>1,820,230</u>		<u>1,820,230</u>	<u>944,530</u>
Fund balance, end of period	<b><u>\$ 1,737,230</u></b>	<b><u>\$ 1,013,662</u></b>		<b><u>\$ 1,537,281</u></b>	<b><u>\$ 850,805</u></b>

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
February 29, 2024 and February 23, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 1,577,776	\$ 1,570,251
Accounts receivables	-	-
<b>Total Assets</b>	<b><u>\$ 1,577,776</u></b>	<b><u>\$ 1,570,251</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 55,122	\$ -
Assigned fund balance	1,522,654	1,570,251
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 1,577,776</u></b>	<b><u>\$ 1,570,251</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Two months ended February 29, 2024 and February 28, 2023**

	<u>2024 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2024 Year-to-Date Totals</u>	<u>2023 Year-to-Date Totals</u>
<b>Revenue:</b>				
Property Taxes	\$ 291,700	\$ 291,700	\$ 291,700	\$ -
Landfill Siting	\$ 520,000	\$ 520,000	\$ 44,200	\$ 60,850
Investment Income	34,000	34,000	9,226	6,411
Transfers from Other Funds	-	-	-	-
Intergovernmental Resources	1,395,000	1,395,000	348,617	304,780
<b>Total Revenue</b>	<b><u>2,240,700</u></b>	<b><u>2,240,700</u></b>	<b><u>693,743</u></b>	<b><u>372,041</u></b>
<b>Expenditures:</b>				
Street Reconstruction Program - Current Year	2,347,800	2,347,800	90,410 E	314,665
Encumbrances	-	-	(72,140)	(314,665)
<b>Total Expenditures</b>	<b><u>2,347,800</u></b>	<b><u>2,347,800</u></b>	<b><u>18,270</u></b>	<b><u>-</u></b>
Revenue over (under) expenditures	(107,100)	(107,100)	675,473	372,041
Fund balance, beginning of year	847,181	847,181	847,181	1,198,210
<b>Fund balance, end of period</b>	<b><u>\$ 740,081</u></b>	<b><u>\$ 740,081</u></b>	<b><u>\$ 1,522,654</u></b>	<b><u>\$ 1,570,251</u></b>



**City of Franklin  
Capital Improvement Fund  
Balance Sheet  
February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 5,984,822	\$ 1,685,594
Due from State of Wisconsin	-	-
Accounts receivables	847	6,847
<b>Total Assets</b>	<b><u>\$ 5,985,670</u></b>	<b><u>\$ 1,692,442</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 7,810	\$ 73,082
Assigned fund balance	<u>5,977,860</u>	<u>1,613,360</u>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 5,985,670</u></b>	<b><u>\$ 1,686,442</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Two months ended February 29, 2024 and 2023**

	<u>2024 Original Budget</u>	<u>2024 Amended Budget</u>	<u>2024 Year-to-Date Budget</u>	<u>2024 Year-to-Date Totals</u>	<u>2023 Year-to-Date Totals</u>
<b>Revenue:</b>					
Other Grants	-	-	-	-	-
DPW Charges					-
Landfill Siting	120,000	120,000	17,722	10,520	37,160
Transfers from Other Funds	1,968,000	1,968,000	684,871	-	629,627
Transfers from General Funds	-	-	-	-	-
Transfers from Impact Fees	606,819	606,819	6,897	-	47,654
Transfers from Connection Fees	900,000	900,000	-	-	-
Transfers from Special Assessments					-
Bond Proceeds	-	-	-	45,077	-
Notes Proceeds	-	-	-	-	-
Bond & Notes Premium	-	-	-	-	-
Donations	50,000	50,000	-	-	-
Refunds, Reimbursements & Miscellaneous	-	-	-	-	-
Investment Income	2,125	2,125	354	46,491	11,794
<b>Total Revenue</b>	<b><u>3,646,944</u></b>	<b><u>3,646,944</u></b>	<b><u>709,845</u></b>	<b><u>102,088</u></b>	<b><u>726,235</u></b>
<b>Expenditures:</b>					
General Government	350,000	350,000	58,333	478,641 E	35,111
Public Safety	-	-	-	-	-
Public Works	455,000	455,000	75,833	189,867 E	186,218
Health and Human Services					
Culture and Recreation (Lib/Parks)	1,427,934	1,427,934	237,989	2,001,941 E	187,844
Conservation and Development					
Sewer & Water	900,000	900,000	83,333	884 E	25,457
Contingency	150,000	150,000	37,500	-	-
Bond/Note Issuance Cost	-	-	-	-	-
Transfers to Other Funds					
Encumbrances	-	-	-	(2,560,576)	(364,250)
<b>Total Expenditures</b>	<b><u>3,282,934</u></b>	<b><u>3,282,934</u></b>	<b><u>492,989</u></b>	<b><u>110,757</u></b>	<b><u>70,379</u></b>
Revenue over (under) expenditures	364,010	364,010	<u>216,856</u>	(8,669)	655,856
Fund balance, beginning of year	<u>5,986,528</u>	<u>5,986,528</u>		5,986,528	957,504
Fund balance, end of period	<b><u>\$ 6,350,538</u></b>	<b><u>\$ 6,350,538</u></b>		<b><u>\$ 5,977,860</u></b>	<b><u>\$ 1,613,360</u></b>

**City of Franklin  
Development Fund  
Balance Sheet  
February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 13,353,874	\$ 10,420,119
Other accounts receivable	3,265	3,265
Due From TID's	-	1,500,000
Total Assets	<u>\$ 13,357,139</u>	<u>\$ 11,923,384</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 101,870	\$ 101,870
Accounts Payable	-	-
Assigned fund balance	13,255,270	11,821,514
Total Liabilities and Fund Balance	<u>13,357,139</u>	<u>11,923,384</u>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Two months ended February 29, 2024 and February 28, 2023**

	<u>2024</u> <u>Original</u> <u>Budget</u>	<u>2024</u> <u>Amended</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue:</b>					
Impact Fees					
Parks	\$ 175,000	\$ 175,000	\$ 21,847	\$ 33,070	\$ 62,797
Southwest Sewer Service Area	50,000	50,000	6,757	50,117	3,729
Administration	15,000	15,000	1,674	819	2,103
Water	750,000	750,000	60,743	52,906	144,422
Transportation	150,000	150,000	12,454	14,142	21,752
Fire Protection	100,000	100,000	11,031	9,710	14,863
Law Enforcement	100,000	100,000	11,831	11,084	17,042
Library	30,000	30,000	4,051	5,817	11,042
Total Impact Fees	1,370,000	1,370,000	130,387	177,665	277,749
Miscellaneous Revenue	-	-	-	-	-
Investment Income	255,000	255,000	42,500	111,698	76,083
Investment Gains/Losses	-	-	-	-	-
Interfund Interest Income	26,250	26,250	4,375	-	-
Total Revenue	1,651,250	1,651,250	177,262	289,363	353,832
<b>Expenditures:</b>					
Other Professional Services	25,000	25,000	1,032	4,806 E	-
Transfer to Debt Service					
Law Enforcement	125,600	125,600	58,239	-	-
Fire	43,008	43,008	7,986	-	-
Transportation	65,700	65,700	14,354	-	-
Library	-	-	-	-	-
Encumbrances	-	-	-	-	-
Total Transfers to Debt Service	234,308	234,308	80,578	-	-
Transfer to Capital Improvement Fund					
Park	-	-	-	-	140,654
Water	-	-	-	-	-
Total Transfers to Capital Improvement Fund	-	-	-	-	140,654
Reimb to Developers & Others	-	128,768	-	-	-
Transfer to Other Funds	140,000	140,000	23,333	-	-
Capital Improvements	466,819	466,819	5,306	93,000 E	-
Sewer Fees	-	-	-	-	-
Water Fees	4,192,430	4,192,430	698,738	-	-
Encumbrances	-	-	-	(95,970)	(93,000)
Total Expenditures	5,058,557	5,187,325	808,988	1,836	47,654
Revenue over (under) expenditures	(3,407,307)	(3,536,075)	(631,726)	287,527	306,178
Fund balance, beginning of year	12,967,743	12,967,743		12,967,743	11,515,337
Fund balance, end of period	\$ 9,560,436	\$ 9,431,668		\$ 13,255,270	\$ 11,821,514

**City of Franklin**  
**Utility Development Fund**  
**Balance Sheet**  
**February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments - Water	\$ 1,333,436	\$ 1,154,054
Cash and investments - Sewer	1,639,170	1,523,122
Taxes receivable	-	-
Special Assessment - Water Current	153,065	78,136
Special Assessment - Water Deferred	14,175	20,071
Special Assessment - Sewer Current	12,435	29,311
<b>Total Assets</b>	<u><u>\$ 3,152,281</u></u>	<u><u>\$ 2,804,694</u></u>
<u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 179,675	\$ 127,518
<b>Total Fund Balance</b>	<u>2,972,606</u>	<u>2,677,176</u>
<b>Total Liabilities and Fund Balance</b>	<u><u>\$ 3,152,281</u></u>	<u><u>\$ 2,804,694</u></u>

**Comparative Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

	<u>2024</u> <u>Original</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue:</b>				
Special Assessments:				
Water	\$ 20,000	\$ 20,000	\$ 18,501	\$ -
Sewer	25,000	25,000	-	7,062
Connection Fees:				
Water	-	-	-	-
Sewer	10,000	10,000	5,640	2,400
Total Assessments & Connection Fees	<u>55,000</u>	<u>55,000</u>	<u>24,141</u>	<u>9,462</u>
Special Assessment Interest	8,200	8,200	185	71
Investment Income	<u>106,250</u>	<u>106,250</u>	<u>23,938</u>	<u>18,501</u>
Total Revenue	<u>169,450</u>	<u>169,450</u>	<u>48,265</u>	<u>28,033</u>
Transfer to Capital Improvement Fund:				
Water	400,000	400,000	-	-
Sewer	500,000	500,000	-	-
Total Transfers to Capital Improvement Fund	<u>900,000</u>	<u>900,000</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(730,550)	(730,550)	48,265	28,033
Fund balance, beginning of year	<u>2,924,342</u>	<u>2,924,342</u>	<u>2,924,342</u>	<u>2,649,143</u>
Fund balance, end of period	<u><u>\$ 2,193,792</u></u>	<u><u>\$ 2,193,792</u></u>	<u><u>\$ 2,972,606</u></u>	<u><u>\$ 2,677,176</u></u>

**City of Franklin**  
**Self Insurance Fund - Actives**  
**Balance Sheet**  
**February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 2,797,424	\$ 3,575,742
Accounts receivable	972	324
Interfund advance receivable	-	-
Prepaid expenses	-	-
Total Assets	<u>\$ 2,798,396</u>	<u>\$ 3,576,066</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 51,612	\$ 74,903
Claims payable	210,000	311,800
Unrestricted net assets	2,536,785	3,189,363
Total Liabilities and Fund Balance	<u>\$ 2,798,396</u>	<u>\$ 3,576,066</u>

**City of Franklin Self Insurance Fund - Actives**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

<u>Revenue</u>	<u>2024</u> <u>Original</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
Medical Premiums-City	\$ 3,285,140	\$ 557,301	\$ 490,685	\$ 380,537
Medical Premiums-Employee	537,805	91,058	81,414	70,549
Other - Invest Income, Rebates	193,000	32,167	62,126	56,938
Medical Revenue	<u>4,015,945</u>	<u>680,526</u>	<u>634,225</u>	<u>508,024</u>
Dental Premiums-City	145,000	23,007	16,190	16,433
Dental Premiums-Retirees	3,000	825	558	846
Dental Premiums-Employee	70,000	11,816	8,063	8,738
Dental Revenue	<u>218,000</u>	<u>35,648</u>	<u>24,811</u>	<u>26,018</u>
Total Revenue	<u>4,233,945</u>	<u>716,174</u>	<u>659,036</u>	<u>534,043</u>
<b>Expenditures:</b>				
<b>Medical</b>				
Medical claims	3,032,000	510,055	295,292	324,800
Prescription drug claims	490,000	81,667	76,914	55,599
Refunds-Stop Loss Coverage	-	-	(116,146)	(42,737)
Total Claims	<u>3,522,000</u>	<u>591,722</u>	<u>256,060</u>	<u>337,661</u>
Medical Claim Fees	147,000	24,347	36,953	29,133
Stop Loss Premiums	643,000	111,644	94,210	83,185
Other - Miscellaneous	2,700	450	5,718	9,771
HSA Contributions	177,000	27,231	26,125	23,625
Plan Administration	48,515	8,086	8,090	7,850
Total Medical Costs	<u>4,540,215</u>	<u>763,480</u>	<u>427,156</u>	<u>491,225</u>
<b>Dental</b>				
Active Employees & COBRA	196,462	31,839	37,468	28,770
Retiree	-	-	238	795
Total Dental Costs	<u>196,462</u>	<u>31,839</u>	<u>37,706</u>	<u>29,566</u>
Total Expenditures	<u>4,736,677</u>	<u>795,319</u>	<u>464,862</u>	<u>520,791</u>
Revenue over (under) expenditures	(502,732)	<u>\$ (79,145)</u>	194,174	13,252
Net assets, beginning of year	<u>2,342,611</u>		<u>2,342,611</u>	<u>3,176,111</u>
Net assets, end of period	<u>\$ 1,839,879</u>		<u>\$ 2,536,785</u>	<u>\$ 3,189,363</u>

**City of Franklin**  
**City of Franklin Post Employment Benefits Trust**  
**Balance Sheet**  
**February 29, 2024 and February 28, 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ (606,601)	\$ (242,697)
Investments held in trust - Fixed Inc	3,274,123	2,224,159
Investments held in trust - Equities	6,112,932	5,835,485
Accounts receivable	23,326	13,607
<b>Total Assets</b>	<b>\$ 8,803,780</b>	<b>\$ 7,830,554</b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 34,762	\$ 17,930
Claims payable	60,000	60,000
Net assets held in trust for post emp	8,709,018	7,752,624
<b>Total Liabilities and Fund Balance</b>	<b>\$ 8,803,780</b>	<b>\$ 7,830,554</b>

**City of Franklin Post Employment Benefits Trust**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Two months ended February 29, 2024 and February 28, 2023**

<u>Revenue</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ -	\$ -
Medical Charges - Retirees	71,443	46,216
Medical Revenue	<u>71,443</u>	<u>46,216</u>
<b>Expenditures:</b>		
<b>Retirees-Medical</b>		
Medical claims	106,837	77,903
Prescription drug claims	28,509	23,457
Refunds-Stop Loss Coverage	-	(4,109)
Total Claims-Retirees	<u>135,346</u>	<u>97,251</u>
Medical Claim Fees	6,571	7,628
Stop Loss Premiums	19,261	19,649
Miscellaneous Expense	6,444	65
Total Medical Costs-Retirees	<u>167,622</u>	<u>124,593</u>
Revenue over (under) expenditures	(96,179)	(78,377)
Annual Required Contribution-Net	68,746	27,740
Other - Investment Income, etc.	<u>366,850</u>	<u>271,936</u>
Total Revenues	435,596	299,676
Net Revenues (Expenditures)	339,417	221,299
Net assets, beginning of year	<u>8,369,601</u>	<u>7,531,325</u>
Net assets, end of period	<u>\$ 8,709,018</u>	<u>\$ 7,752,624</u>

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  7/2/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorize Staff to Add the Roth Option to Two Additional 457(b) Plans Already Offered by the City of Franklin</b>	<b>ITEM NUMBER</b>  G. 21,

On December 18<sup>th</sup>, 2023, the Personnel Committee approved adding the WI Deferred Compensation plan, including the Roth option and recommended adding Roth options for our other 457(b) vendors. The motion made at Personnel is below:

Motion by Alderman Holpfer and seconded by Alderman Hasan to authorize a Resolution for Inclusion Under the State of Wisconsin Deferred Compensation plan, allowing staff to implement plans (including Roth options), terminate contributions through AXA/Equitable, and add Roths to our other 457(b) options. Terminations of other 457(b) options would be returned to the Committee for approval—motion Carried: Ayes – All.

On December 19<sup>th</sup>, 2023, the item was brought to Common Council for approval. The Common Council approved adding the WI Deferred Compensation plan, including the Roth option but did not approve adding the Roth option for our other vendors. Staff inadvertently misinformed the Council of the approved Personnel Committee recommendation, which resulted in a modified approval, and did not approve adding the Roth options to the other 457(b) plans.

The City now offers the WI Deferred Compensation plan with a Roth option, but the NorthShore 457(b) plan and the Mission Square 457(b) plan do not yet have the Roth option. Staff requests the approval to sign the necessary amendments to the plans to add the Roth option, as requested by employees.

There is no financial impact for this request.

### **COUNCIL ACTION REQUESTED**

Motion to authorize staff to execute the necessary documents to add the Roth option to the Mission Square and NorthShore 457(b) plans.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 2, 2024
REPORTS & RECOMMENDATIONS	March, 2024 Monthly Financial Report	ITEM NUMBER G. 22.

**Background**

The March, 2024 Financial Report is attached.

The Finance Committee reviewed this report at its June 25, 2024 meeting and recommends its acceptance.

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

**COUNCIL ACTION REQUESTED**

Receive and place on file.

Finance Dept - DB

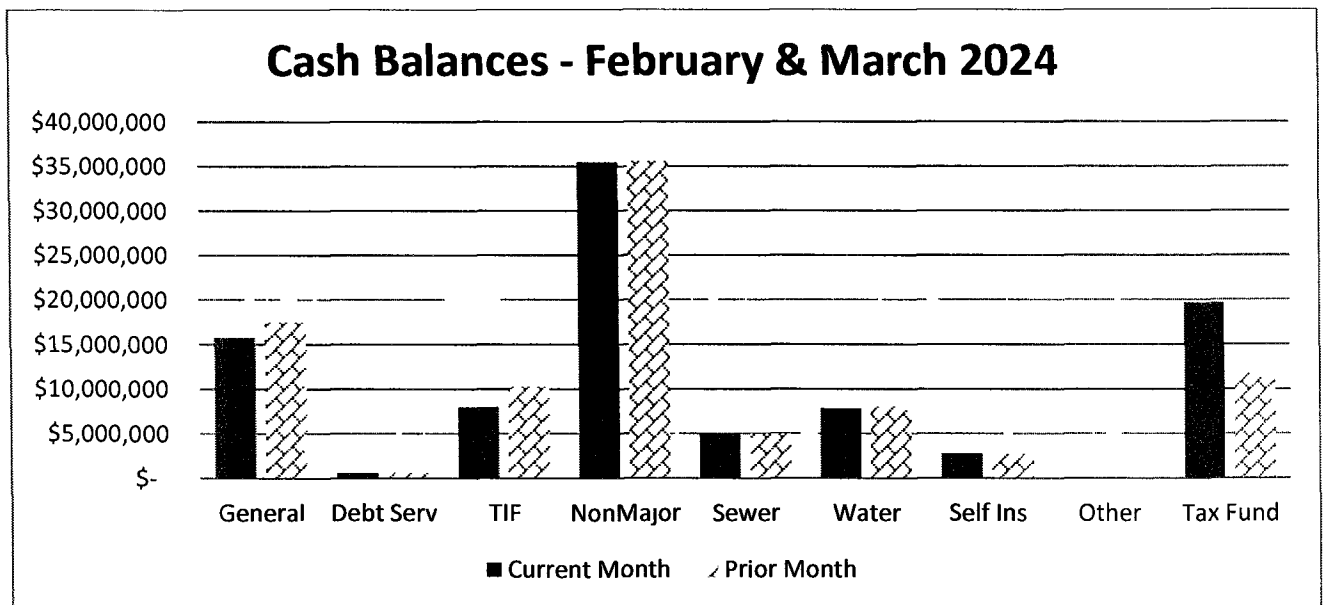


Date: June 25, 2024  
 To: Mayor Nelson, Common Council and Finance Committee Members  
 From: Danielle Brown, Director of Finance & Treasurer  
 Subject: March 2024 Financial Report

The March, 2024 financial reports for the General Fund, Debt Service Fund, TID Funds, American Rescue Plan, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund and Post Employment Insurance Fund are attached.

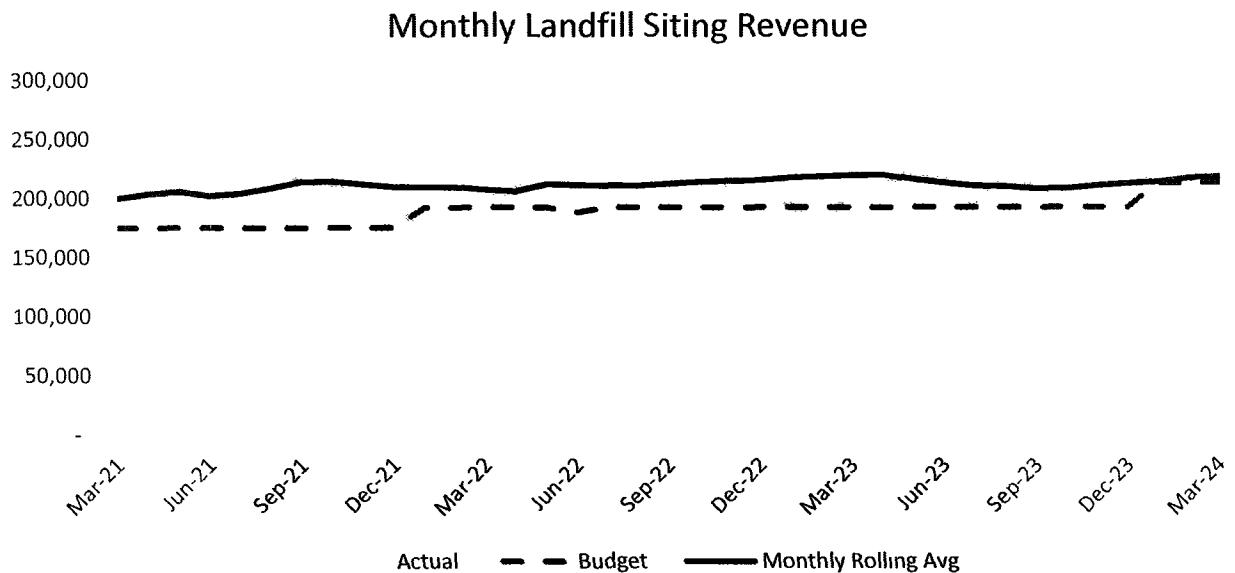
The budget allocation is completed using an average of the last five years actual spending against the Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial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

**Cash & Investments Summary** – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City’s Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds total \$59.7 million. Tax settlements in January and February provided most of the increases.



Investment balances have been reduced at Institutional Capital Management. The Finance Department is looking into moving investments from Institutional Capital Management to American Deposit Management as all CD's have matured. Our relationship with American Deposit Management has provided the tool to tap the bank CD market.

**Landfill Siting Resources** – are spread across multiple capital funds and the General Fund. This resource is currently performing approximately .9=3% above the \$2.5 million budget. March's receipt (collected in April) were \$218,000 (compared to \$210,000 in Mar 2023). The current annualized run rate is \$2.5 million. The accompanying chart illustrates the current trend. Most of this resource is credited to the Capital funds. Resources in excess of budget will be evenly credited to Equipment Replacement and Street Improvement Funds.



**GENERAL FUND** revenues of \$15.1 million are \$500,000 under budget.

General Transportation Aids are provided on a quarterly basis. Building permits have started off strong in 2024 (\$45,000 over budget). Ambulance resources have started to taper off due to an upgrade in billing services. I suspect the change has caused initial collection issues, but is being managed and a jump will be seen later in the year. Engineering fees collected are \$50,000 over budget. Investment income is \$95,000 more than budget with continued high rates of return.

Year to Date expenditures of \$7.1 million are \$1.2 under spent. Department Heads maintaining stable budgetary spending is holding Gen Government under budget. Some departments continue to hold vacancies which may create some flexibility in spending within future months.

A \$7.9 million surplus is slightly over budget – Collection of taxes is slightly slower than the expenses being paid.

**DEBT SERVICE** – Debt payments were made March as required.

**TIF Districts** – Staff has added the outstanding debt obligation by TID to aid in understanding TID performance. The TID's collected the \$2.9 million increment as expected, which has slowly declined over the last 5 years. Debt service represents the bulk of the activity in the TID's so far this year.

TID 3 – This TID closed in 2022 with the final taxing jurisdiction distributions sent Any excess fund balance is interest that is to be transferred to the General Fund.

TID 4 – This TID closed in 2023 with the final taxing jurisdiction distributions were sent in March 2024

TID 5 – The \$1.16 million 2024 Increment was collected. \$1.88 million of debt service was paid on February 29, 2024 The TID has an \$695,000 fund balance which includes the \$1 million advance to help support the debt service payments delayed by the minimum assessment guarantee. There is \$24.6 million of outstanding GO debt related to this TID as well as a \$3.5 million Municipal Revenue Obligation.

TID 6 – The \$292,000 2024 Increment was collected. \$495,000 of debt service was paid on February 29, 2024. The TID has a \$-772,000 fund balance The TID has \$8.6 million in outstanding GO debt

TID 7 – There is no more activity in TID 7 at this time. The TID has a \$7.5 million fund balance due to the repayment of the mortgage loan and sale of Velo Village. The TID has \$4 99 million in outstanding Debt as well as a \$14.9 million MRO.

TID 8 – There is increasing development activity in TID 8 at this time \$38,250 of debt service was paid on February 29, 2024. The TID has a \$-1.1 million fund balance due to the lack of increment generated at the present time. The TID has \$3.5 million in outstanding Debt.

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

The City has obligated all of the funds to City capital projects as needed by December 31, 2024 and intend to spend the funds by December 31, 2026

**SOLID WASTE FUND** – Tippage resources are running even to budget. Resources run one month behind Investment income is running above budget significantly Other activity is occurring as budgeted.

**CAPITAL OUTLAY FUND** – Resources are as expected.

The Health Department has ordered a new vehicle, the new City phone system has been implemented, and the Police Department has ordered some of their vehicle equipment in 2024.

**EQUIPMENT REPLACEMENT FUND** – Resources are as expected so far in 2024 Sale of Fire E113 and sale of DPW vehicles and equipment comprise the property sales resources

The Fire department has ordered their battalion chief vehicle and interim replacement ambulance. The Highway Department has ordered a front-end loader which is in the 2024 Budget.

**STREET IMPROVEMENT FUND** – Intergovernmental resources get released over four payments, the last in November. In 2024, \$291,700 in property tax levy was allocated to the Street Improvement Fund.

The 2024 street program contract has not been placed yet.

**CAPITAL IMPROVEMENT FUND** – Interest income represents the majority of total revenue.

Expenditure encumbrances relate to projects currently in the works. Projects include: fiber optic network project, highway projects, park improvements, WisDOT projects, S 116<sup>th</sup> Street trail project and the school traffic light project.

**DEVELOPMENT FUND** – Impact fee collections are starting very strong with several home building permits getting pulled. Interest income is running well over budget. Council approved a significant refund to Seasons at Franklin Developer which resulted in \$128,000 being paid out of existing impact fees.

No transfers out have been made yet.

**UTILITY DEVELOPMENT FUND** – There has been little activity in this fund in 2024.

**SELF INSURANCE FUND** – Resources are slightly below budget. This should level in May when there are 3 pay periods in the month.

The \$450,000 of claims are significantly lower than budget, and lower than 2023. \$117,000 of Stop Loss recoveries have reduced the net claims costs.

Due to high claims costs in 2023, the fund has a \$2.5 million fund balance, which is \$600,000 lower than 2023.

**RETIREE HEALTH FUND** – Benefit payments are stable in 2024. In past years, additional participant contributions have been approved.

Investment results have been stellar, with a \$588,000 gain so far in 2024, compared to a \$385,000 gain in 2023. Markets are volatile, so put investment results into perspective with a longer view. Market changes are foreshadowing a slight decline entering later months in 2024.

**City of Franklin**  
**Cash & Investments Summary**  
**March 31, 2024**

	<b>Cash</b>	<b>American Deposit Management</b>	<b>Institutional Capital Management</b>	<b>Local Government Invest Pool</b>	<b>Total</b>	<b>Prior Month Total</b>
General Fund	\$ 425,291	\$ 10,639,288	\$ 1,031,195	\$ 3,629,756	\$ 15,725,530	\$ 17,457,931
Debt Service Funds	123,009	474,625	-	-	597,634	594,398
TIF Districts	446,191	7,550,303	-	-	7,996,494	10,249,619
Nonmajor Governmental Funds	3,145,181	32,310,197	-	-	35,455,378	35,579,673
<b>Total Governmental Funds</b>	<b>4,139,672</b>	<b>50,974,412</b>	<b>1,031,195</b>	<b>3,629,756</b>	<b>59,775,035</b>	<b>63,881,621</b>
Sewer Fund	997,530	3,925,563	-	-	4,923,093	4,964,752
Water Utility	2,988	7,805,147	-	-	7,808,134	7,993,380
Self Insurance Fund	69,508	2,726,371	-	-	2,795,879	2,730,092
Other Designated Funds	16,475	-	-	-	16,475	11,558
<b>Total Other Funds</b>	<b>1,086,500</b>	<b>14,457,081</b>	<b>-</b>	<b>-</b>	<b>15,543,581</b>	<b>15,699,781</b>
<b>Total Pooled Cash &amp; Investments</b>	<b>5,226,172</b>	<b>65,431,493</b>	<b>1,031,195</b>	<b>3,629,756</b>	<b>75,318,617</b>	<b>79,581,402</b>
Property Tax Fund	16,669,326	2,984,506	-	-	19,653,832	11,699,298
<b>Total Trust Funds</b>	<b>16,669,326</b>	<b>2,984,506</b>	<b>-</b>	<b>-</b>	<b>19,653,832</b>	<b>11,699,298</b>
<b>Grand Total Cash &amp; Investments</b>	<b>21,895,498</b>	<b>68,415,999</b>	<b>1,031,195</b>	<b>3,629,756</b>	<b>94,972,448</b>	<b>91,280,700</b>
<b>Average Floating Rate of Return</b>		5.30%	4.60%	5.40%		
<b>Avg Weighted Rate of Return - CD's</b>		8.33%				
<b>Maturities:</b>						
Demand	21,895,498	64,590,999	516,195	3,629,756	90,632,448	86,942,068
Fixed Income & Equities						
2024 - Q1	-	-	515,000	-	515,000	513,632
2024 - Q2	-	-	-	-	-	-
2024 - Q3	-	1,620,000	-	-	1,620,000	1,620,000
2024 - Q4	-	-	-	-	-	-
2025 - Q1	-	2,205,000	-	-	2,205,000	2,205,000
	<b>21,895,498</b>	<b>68,415,999</b>	<b>1,031,195</b>	<b>3,629,756</b>	<b>94,972,448</b>	<b>91,280,700</b>

**City of Franklin**  
**2024 Financial Report**  
**General Fund Summary**  
**For the Three months ended March 31, 2024**

<b>Revenue</b>	<b>2024 Annual Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
Property Taxes	\$ 20,628,600	\$ 20,628,600	\$ 13,691,114	\$ 13,286,967	\$ (404,147)
Other Taxes	511,900	511,900	64,889	97,540	32,651
Intergovernmental Revenue	2,762,530	2,762,530	346,471	156,625	(189,846)
Licenses & Permits	1,305,550	1,305,550	243,371	280,951	37,580
Law and Ordinance Violations	400,000	400,000	125,320	133,902	8,582
Public Charges for Services	2,766,800	2,766,800	586,689	404,181	(182,509)
Intergovernmental Charges	325,000	325,000	54,393	58,933	4,540
Investment Income	1,014,660	1,014,660	219,093	393,715	174,621
Sales of Capital Assets	200	200	103	-	(103)
Miscellaneous Revenue	147,720	147,720	28,759	58,848	30,089
Refund/Reimbursement - Elec	-	-	-	-	-
Transfer from Other Funds	950,000	950,000	252,289	237,600	(14,689)
<b>Total Revenue</b>	<b>\$ 30,812,960</b>	<b>\$ 30,812,960</b>	<b>\$ 15,612,491</b>	<b>\$ 15,109,262</b>	<b>\$ (503,229)</b>
<b>Expenditures</b>	<b>2024 Annual Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
General Government	\$ 3,624,214	\$ 3,647,404	\$ 1,143,539	\$ 844,602	E \$ 298,937
Public Safety	20,383,939	20,477,005	5,545,779	5,078,551	E 467,228
Public Works	4,676,354	4,687,089	1,142,951	961,522	E 181,429
Health and Human Services	785,433	785,433	197,770	168,009	29,761
Other Culture and Recreation	406,653	418,556	98,236	33,012	E 65,225
Conservation and Development	827,722	831,325	204,395	137,857	E 66,538
Contingency and Unclassified	2,845,000	2,900,129	83,897	396	83,501
Anticipated underexpenditures	(300,000)	(300,000)	(75,000)	-	(75,000)
Transfers to Other Funds	71,000	71,000	-	-	-
Encumbrances	-	-	-	(77,489)	77,489
<b>Total Expenditures</b>	<b>\$ 33,320,315</b>	<b>\$ 33,517,941</b>	<b>\$ 8,341,567</b>	<b>\$ 7,146,460</b>	<b>\$ 1,195,107</b>
Excess of revenue over (under) expenditures	(2,507,355)	(2,704,981)	<u>\$ 7,270,924</u>	7,962,802	<u>\$ 691,878</u>
Fund balance, beginning of year	<u>12,805,733</u>	<u>12,805,733</u>		<u>12,805,733</u>	
Fund balance, end of period	<u>\$ 10,298,378</u>	<u>\$ 10,100,752</u>		<u>\$ 20,768,535</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin  
Debt Service Funds  
Balance Sheet  
March 31, 2024 and 2023**

	<b>2024 Special Assessment</b>	<b>2024 Debt Service</b>	<b>2024 Total</b>	<b>2023 Special Assessment</b>	<b>2023 Debt Service</b>	<b>2023 Total</b>
<b>Assets</b>						
Cash and investments	\$ 204,604	\$ 389,794	\$ 594,398	\$ 193,161	\$ 717,800	\$ 910,962
Accounts receivable	8,978		8,978	10,662	-	10,662
Total Assets	<u>\$ 213,582</u>	<u>\$ 389,794</u>	<u>\$ 603,376</u>	<u>\$ 203,823</u>	<u>\$ 717,800</u>	<u>\$ 921,624</u>
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 8,978	\$ -	\$ 8,978	\$ 10,662	\$ -	\$ 10,662
Due to other funds	-	-	-	-	-	-
Special Deposits	-	-	-	-	-	-
Unassigned fund balance	204,604	389,794	594,398	193,161	717,800	910,962
Total Liabilities and Fund Balance	<u>\$ 213,582</u>	<u>\$ 389,794</u>	<u>\$ 603,376</u>	<u>\$ 203,823</u>	<u>\$ 717,800</u>	<u>\$ 921,624</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024 and 2023**

	<b>2024 Special Assessment</b>	<b>2024 Debt Service</b>	<b>2024 Year-to-Date Actual</b>	<b>2024 Original Budget</b>	<b>51 2023 Special Assessment</b>	<b>31 2023 Debt Service</b>	<b>2023 Year-to-Date Actual</b>
<b>Revenue:</b>							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Landfill siting revenue			-				-
Special Assessments	-	-	-	2,000	-	-	-
Investment Income	1,700	14,031	15,731	32,300	2,050	9,615	11,665
Bond & Note Premium	-	-	-	-	-	-	-
Total Revenue	<u>1,700</u>	<u>1,114,031</u>	<u>1,115,731</u>	<u>1,134,300</u>	<u>2,050</u>	<u>1,109,615</u>	<u>1,111,665</u>
<b>Expenditures:</b>							
Debt Service							
Principal	-	1,395,000	1,395,000	1,300,000	-	1,035,000	1,035,000
Interest	-	119,366	119,366	246,042	-	67,263	67,263
Bank Fees	-	1,800	1,800	2,400	-	1,600	1,600
Total Expenditures	<u>-</u>	<u>1,516,166</u>	<u>1,516,166</u>	<u>1,548,442</u>	<u>-</u>	<u>1,103,863</u>	<u>1,103,863</u>
Transfers in	-	-	-	234,308	-	108,862	108,862
Transfers out	-	-	-	-	-	-	-
Net change in fund balances	<u>1,700</u>	<u>(402,135)</u>	<u>(400,435)</u>	<u>(179,834)</u>	<u>2,050</u>	<u>114,614</u>	<u>116,664</u>
Fund balance, beginning of year	<u>202,904</u>	<u>791,929</u>	<u>994,833</u>	<u>994,833</u>	<u>191,111</u>	<u>603,187</u>	<u>794,298</u>
Fund balance, end of period	<u>\$ 204,604</u>	<u>\$ 389,794</u>	<u>\$ 594,398</u>	<u>\$ 814,999</u>	<u>\$ 193,161</u>	<u>\$ 717,800</u>	<u>\$ 910,962</u>



City of Franklin  
Consolidating TID Funds  
Balance Sheet  
As of March 31, 2024

	Northwestern Mutual TID.3	Ascension Hospital TID.4	Ballpark Commons TID.5	Loomis & Ryan TID.6	Velo Village TID.7	Corporate Park TID.8	Total
<b>Assets</b>							
Cash & Investments	\$ 20,340	\$ 771,794	\$ 710,686	\$ (784,657)	\$ 7,509,649	\$ (263,974)	\$ 7,963,837
Accounts Receivables	-	-	984,813	441,485	-	-	1,426,298
Total Assets	\$ 20,340	\$ 771,794	\$ 1,695,499	\$ (343,172)	\$ 7,509,649	\$ (263,974)	\$ 9,390,136
<b>Liabilities and Fund Balance</b>							
Accounts Payable	\$ -	\$ -	\$ 150	\$ 14,098	\$ 150	\$ 24,299	\$ 38,697
Interfund Advance from Development Fund	-	-	-	415,524	-	-	415,524
Due to other funds - Interfund Advance	-	-	1,000,000	-	-	911,433	1,911,433
Total Liabilities	-	-	1,000,150	429,622	150	935,732	2,365,654
Ending Fund Balance	20,340	771,794	695,348	(772,794)	7,509,499	(1,199,706)	7,024,481
Total Liabilities and Fund Balance	20,340	771,794	1,695,499	(343,172)	7,509,649	(263,974)	9,390,136

GO Debt Outstanding \$ - \$ 1,000,000 \$ 911,433 \$ 1,911,433  
 Internal Advances Outstanding \$ - \$ - \$ - \$ - \$ - \$ - \$ -  
 MRO Outstanding \$ - \$ - \$ - \$ - \$ - \$ - \$ -  
 \*\*\* Additional MRO is committed to but not issued

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024

	Northwestern Mutual TID.3	Ascension Hospital TID.4	Ballpark Commons TID.5	Loomis & Ryan TID.6	Velo Village TID.7	Corporate Park TID.8	Total
<b>Revenue</b>							
General Property Tax Levy	\$ -	\$ -	\$ 1,166,952	\$ 292,539	\$ 727,429	\$ 755,803	\$ 2,942,723
Payment in Lieu of Tax	-	-	-	-	-	-	-
Slate Exempt Aid	-	-	-	-	-	-	-
Investment Income	20,340	11,569	28,048	-	-	-	59,957
Bond Proceeds	-	-	130	-	-	4,648	4,777
Other Taxes	-	-	-	-	-	-	-
Miscellaneous revenue	-	-	-	6,395	-	-	6,395
Total Revenue	20,340	11,569	1,195,129	298,934	727,429	760,451	3,013,853
<b>Expenditures</b>							
Debt Service Principal	\$ -	\$ -	\$ 1,550,000	\$ 370,000	\$ 100,000	\$ -	\$ 2,020,000
Debt Service Interest & Fees	-	-	330,408	124,876	63,628	38,250	557,161
Administrative Expenses	-	-	9,360	1,980	1,980	9,360	22,680
Refunded Property Taxes	-	-	-	-	-	-	-
Culture, recreation and education	-	-	1,500	-	-	6,810	8,310
Professional Services	-	1,300,101	9,512	1,631	(7,197)	97,575	1,401,622
Capital outlay	-	-	-	163,810	-	1,171,421	1,335,231
Development Incentive & Obligation Payments	-	-	-	(163,810)	-	(294,506)	(458,316)
Encumbrances	-	1,300,101	1,900,779	498,487	165,911	1,028,911	4,894,188
Total Expenditures	20,340	(1,288,532)	(705,650)	(199,553)	561,519	(268,460)	(1,880,336)
Excess of revenue over expenditures	-	-	-	-	-	-	-
Transfers in(out)	-	2,060,326	1,400,998	(573,242)	6,947,981	(931,246)	8,904,817
Fund balance beginning of year	\$ -	\$ 771,794	\$ 695,348	\$ (772,794)	\$ 7,509,499	\$ (1,199,706)	\$ 7,024,482
Fund balance end of period	\$ 20,340	\$ 771,794	\$ 695,348	\$ (772,794)	\$ 7,509,499	\$ (1,199,706)	\$ 7,024,482

**City of Franklin**  
**Tax Increment Financing District #3 - Northwestern Mutual**  
**Balance Sheet**  
**As of March 31, 2024**

<u>Assets</u>	2024	2023
Cash & investments	\$ 20,340	\$ 43,114
Total Assets	<u>\$ 20,340</u>	<u>\$ 43,114</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ -	\$ -
Total Liabilities	<u>-</u>	<u>-</u>
Assigned fund balance	20,340	43,114
Total Liabilities and Fund Balance	<u>\$ 20,340</u>	<u>\$ 43,114</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2022 and 2021**

	2024 Annual Budget	2024 Amended Budget	2024 Year-to-Date Budget	2024 Year-to-Date Actual	2023 Year-to-Date Actual
<b>Revenue</b>					
General property tax levy	\$ -	\$ -	\$ -	\$ -	\$ -
State exempt aid	-	-	-	-	-
Investment income	-	-	-	20,340	-
Bond proceeds	-	-	-	-	22,598
Miscellaneous Revenue	-	-	-	-	-
Total Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,340</u>	<u>22,598</u>
<b>Expenditures</b>					
Debt service principal	-	-	-	-	390,000
Debt service interest & fees	-	-	-	-	5,850
Administrative expenses	-	-	-	-	-
Refunded Property Taxes	-	-	-	-	3,707
Culture, recreation and education	-	-	-	-	-
Professional services	-	-	-	-	-
Capital outlays	-	-	-	-	-
Development incentive & obligation payments	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>399,557</u>
Revenue over (under) expenditures	-	-	-	20,340	(376,959)
Transfers In (out)	-	-	-	-	(605,259)
Fund balance beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,025,332</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,340</u>	<u>\$ 43,114</u>

**City of Franklin**  
**Tax Increment Financing District #4 - Ascension Hospital**  
**Balance Sheet**  
**As of March 31, 2024**

<u>Assets</u>	2024	2023
Cash & investments	\$ 771,794	\$ 1,973,559
Total Assets	<u>\$ 771,794</u>	<u>\$ 846,869</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Due to other funds - Interfund Advance	-	-
Total Liabilities	<u>-</u>	<u>-</u>
Assigned fund balance	771,794	846,869
Total Liabilities and Fund Balance	<u>\$ 771,794</u>	<u>\$ 846,869</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2022 and 2021**

	2024 Annual Budget	2024 Amended Budget	2024 Year-to-Date Budget	2024 Year-to-Date Actual	2023 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ -
Payment in Lieu of Tax	-	-	-	-	-
State Exempt Aid	-	-	-	-	-
Investment Income	-	-	-	11,569	9,287
Miscellaneous revenue	-	-	-	-	-
Total Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,569</u>	<u>9,287</u>
<b>Expenditures</b>					
Debt service interest & fees	-	-	-	-	-
Administrative expenses	-	-	-	-	1,230
Professional services	-	-	-	1,300,101	14,920
Capital outlays	-	-	-	-	117,848
Encumbrances	-	-	-	-	(132,768)
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,300,101</u>	<u>1,230</u>
Revenue over (under) expenditures	-	-	-	(1,288,532)	8,057
Fund balance, beginning of year	<u>2,060,326</u>	<u>2,060,326</u>	<u>2,060,326</u>	<u>2,060,326</u>	<u>838,812</u>
Fund balance, end of period	<u>\$ 2,060,326</u>	<u>\$ 2,060,326</u>	<u>\$ 2,060,326</u>	<u>\$ 771,794</u>	<u>\$ 846,869</u>

**City of Franklin**  
**Tax Increment Financing District #5**  
**Balance Sheet**  
**As of March 31, 2024**

<u>Assets</u>	2024	2023
Cash & investments	\$ 710,686	\$ 120,733
Accounts receivable	984,813	-
Taxes receivable	0	-
Total Assets	<u>\$ 1,695,499</u>	<u>\$ 120,733</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 150	\$ 150
Total Liabilities	1,000,150	150
Assigned fund balance	695,348	120,583
Total Liabilities and Fund Balance	<u>\$ 1,695,499</u>	<u>\$ 120,733</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2022 and 2021**

	2024 Annual Budget	2024 Amended Budget	2024 Year-to-Date Budget	2024 Year-to-Date Actual	2023 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ 1,270,000	\$ 1,270,000	\$ 501,000	\$ 1,166,952	\$ 1,094,021
Payment in Lieu of Tax	90,000	90,000	22,500	-	-
State Exempt Aid	12,900	12,900	3,225	-	-
Special assessments	-	-	-	-	-
Investment Income	-	-	-	28,048	-
Bond Proceeds	-	-	-	130	1,189
Miscellaneous revenue	838,000	838,000	209,500	-	-
Total Revenue	<u>2,210,900</u>	<u>2,210,900</u>	<u>736,225</u>	<u>1,195,129</u>	<u>1,095,210</u>
<b>Expenditures</b>					
Debt service principal	1,550,000	1,550,000	387,500	1,550,000	750,000
Debt service interest & fees	640,803	640,803	240,609	330,408	341,225
Administrative expenses	37,420	37,420	13,037	9,360	1,530
Culture, recreation and education	6,000	6,000	1,518	1,500	-
Professional services	11,200	11,200	2,177	9,512	3,309
Capital outlays	-	-	-	-	-
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	-	-
Total Expenditures	<u>2,245,423</u>	<u>2,245,423</u>	<u>644,842</u>	<u>1,900,779</u>	<u>1,096,064</u>
Revenue over (under) expenditures	(34,523)	(34,523)	91,383	(705,650)	(854)
Fund balance, beginning of year	<u>1,400,998</u>	<u>1,400,998</u>	<u>1,400,998</u>	<u>1,400,998</u>	<u>121,436</u>
Fund balance, end of period	<u>\$ 1,366,475</u>	<u>\$ 1,366,475</u>	<u>\$ 1,492,381</u>	<u>\$ 695,348</u>	<u>\$ 120,583</u>

**City of Franklin**  
**Tax Increment Financing District #6 - Loomis & Ryan**  
**Balance Sheet**  
**As of March 31, 2024**

<u>Assets</u>	<b>2024</b>	<b>2023</b>
Cash & investments	\$ (784,657)	\$ (335,352)
Accounts receivable	441,485	-
Total Assets	<u>\$ (343,172)</u>	<u>\$ (631,360)</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 14,098	\$ 14,098
Total Liabilities	429,622	429,622
Assigned fund balance	(772,794)	(1,060,982)
Total Liabilities and Fund Balance	<u>\$ (343,172)</u>	<u>\$ (631,360)</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2022 and 2021**

	<b>2024 Annual Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>2023 Year-to-Date Actual</b>
<b>Revenue</b>				
General Property Tax Levy	\$ 315,000	\$ 78,750	\$ 292,539	\$ 58,702
Payment in Lieu of Tax	699,920	174,980	-	-
Investment Income	-	-	-	-
Bond Proceeds	-	-	-	1,348
Miscellaneous revenue	-	-	6,395	-
Total Revenue	<u>1,014,920</u>	<u>253,730</u>	<u>298,934</u>	<u>60,051</u>
<b>Expenditures</b>				
Debt service principal	370,000	92,500	370,000	290,000
Debt service interest & fees	243,353	91,402	124,876	129,926
Administrative expenses	7,920	1,980	1,980	4,290
Professional services	11,200	2,800	1,631	2,603
Capital outlays	-	-	163,810	613,237
Encumbrances	-	-	(163,810)	(165,098)
Total Expenditures	<u>632,473</u>	<u>188,682</u>	<u>498,487</u>	<u>874,958</u>
Revenue over (under) expenditures	382,447	65,048	(199,553)	(814,907)
Fund balance, beginning of year	<u>(573,242)</u>	<u>(573,242)</u>	<u>(573,242)</u>	<u>(246,075)</u>
Fund balance, end of period	<u>\$ (190,795)</u>	<u>\$ (508,193)</u>	<u>\$ (772,794)</u>	<u>\$ (1,060,982)</u>

**City of Franklin**  
**Tax Increment Financing District #7 - Velo Village**  
**Balance Sheet**  
**As of March 31, 2024**

<b>Assets</b>	<b>2024</b>	<b>2023</b>
Cash & investments	\$ 7,509,649	\$ 9,284,022
Accounts receivable	-	90,000
Interest receivable	-	-
Total Assets	<u>\$ 7,509,649</u>	<u>\$ 9,374,022</u>
<b>Liabilities and Fund Balance</b>		
Accounts Payable	\$ 150	\$ 150
Advances from Other Funds	0	1,500,000
Deferred Inflow	-	3,347,737
Total Liabilities	<u>150</u>	<u>4,847,887</u>
Assigned fund balance	7,509,499	4,526,135
Total Liabilities and Fund Balance	<u>\$ 7,509,649</u>	<u>\$ 9,374,022</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2022 and 2021**

	<b>2024 Annual Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>2023 Year-to-Date Actual</b>
<b>Revenue</b>					
General Property Tax Levy	\$ 791,800	\$ 791,800	\$ 12,500	\$ 727,429	\$ 739,722
Investment Income	295,000	295,000	73,750	-	-
Miscellaneous revenue	-	-	-	-	-
Total Revenue	<u>1,086,800</u>	<u>1,086,800</u>	<u>86,250</u>	<u>727,429</u>	<u>741,253</u>
<b>Expenditures</b>					
Debt service interest & fees	126,081	126,081	31,520	63,628	76,035
Administrative expenses	7,920	7,920	1,980	1,980	1,530
Professional services	1,350	1,350	338	(7,197)	(7,350)
Development incentive & obligation payments	816,000	816,000	204,000	-	-
Encumbrances	-	-	-	7,500	7,500
Total Expenditures	<u>1,051,351</u>	<u>1,051,351</u>	<u>262,838</u>	<u>165,911</u>	<u>77,715</u>
Revenue over (under) expenditures	35,449	35,449	(176,588)	561,519	663,537
Fund balance, beginning of year	<u>6,947,981</u>	<u>6,947,981</u>	<u>6,947,981</u>	<u>6,947,981</u>	<u>3,862,598</u>
Fund balance, end of period	<u>\$ 6,983,430</u>	<u>\$ 6,983,430</u>	<u>\$ 6,771,393</u>	<u>\$ 7,509,499</u>	<u>\$ 4,526,135</u>

**City of Franklin**  
**Tax Increment Financing District #8 - Corporate Park**  
**Balance Sheet**  
**As of March 31, 2024**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash & investments	\$ (263,974)	\$ 886,751
Total Assets	\$ (263,974)	\$ 682,725
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 24,299	\$ 24,299
Advances from Other Funds	-	911,433
Total Liabilities	935,732	935,732
Assigned fund balance	(1,199,706)	(253,007)
Total Liabilities and Fund Balance	\$ (263,974)	\$ 682,725

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2022 and 2021**

	<u>2024</u> <u>Annual</u> <u>Budget</u>	<u>2024</u> <u>Amended</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue</b>					
General Property Tax Levy	\$ 785,000	\$ 785,000	\$ 196,250	\$ 755,803	\$ 204,026
Investment Income	-	-	-	-	-
Bond Proceeds	0	0	-	4,648	16,741
Miscellaneous revenue	-	-	-	-	874,233
Total Revenue	785,000	785,000	196,250	760,451	1,094,999
<b>Expenditures</b>					
Debt service interest & fees	76,100	76,100	19,025	38,250	38,050
Administrative expenses	37,420	37,420	9,355	9,360	13,230
Professional services	46,200	134,615	11,550	97,575	207,157
Capital outlays	-	2,171,421	-	1,171,421	1,573,895
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(294,506)	(1,768,434)
Total Expenditures	187,000	2,446,837	46,750	1,028,911	71,398
Revenue over (under) expenditures	598,000	(1,661,837)	149,500	(268,460)	1,023,601
Fund balance, beginning of year	(931,246)	(931,246)	(931,246)	(931,246)	(1,276,608)
Fund balance, end of period	\$ (333,246)	\$ (2,593,083)	\$ (781,746)	\$ (1,199,706)	\$ (253,007)

**City of Franklin  
American Rescue Plan  
Balance Sheet  
March 31, 2024 and 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 3,519,373	\$ 3,758,180
Total Assets	<u>\$ 3,519,373</u>	<u>\$ 3,758,180</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned revenue	3,748,350	\$ -
Encumbrance	-	-
Assigned fund balance	(228,977)	3,758,180
Total Liabilities and Fund Balance	<u>\$ 3,519,373</u>	<u>\$ 3,758,180</u>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024 and 2023**

	<u>2024 Original Budget</u>	<u>2024 Amended Budget</u>	<u>2024 Year-to-Date Budget</u>	<u>2024 Year-to-Date Actual</u>	<u>2023 Year-to-Date Actual</u>
<b>Revenue:</b>					
Intergovernmental	\$ 1,918,000	\$ 1,918,000	\$ 479,500	\$ -	\$ -
Investment Income	7,200	7,200	1,800	-	1,812
Total Revenue	<u>1,925,200</u>	<u>1,925,200</u>	<u>481,300</u>	<u>-</u>	<u>1,812</u>
<b>Expenditures:</b>					
Non Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -
Auditor Services	5,600	5,600	1,400	-	-
Legal Services	-	-	-	-	-
Investment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to Capital Outlay	-	7,000	-	-	-
Transfer to Capital Improvement Fund	1,918,000	1,918,000	479,500	-	-
Encumbrances	-	-	-	-	-
Total Expenditures	<u>1,923,600</u>	<u>1,930,600</u>	<u>480,900</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	1,600	(5,400)	<u>400</u>	-	1,812
Fund balance, beginning of year	<u>(228,977)</u>	<u>(228,977)</u>		<u>(228,977)</u>	<u>3,756,368</u>
Fund balance, end of period	<u>\$ (227,377)</u>	<u>\$ (234,377)</u>		<u>\$ (228,977)</u>	<u>\$ 3,758,180</u>



**City of Franklin**  
**Solid Waste Collection Fund**  
**Balance Sheet**  
**March 31, 2024 and 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 2,003,601	\$ 1,804,725
Tax Receivables	46	46
Accrued Receivables	743	1,598
Total Assets	<u>\$ 2,004,390</u>	<u>\$ 1,806,369</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 165,971
Accrued salaries & wages	53	48
Unearned Revenue	(801)	(801)
Restricted fund balance	2,005,138	1,641,151
Total Liabilities and Fund Balance	<u>\$ 2,004,390</u>	<u>\$ 1,806,369</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2024 and 2023**

	<u>2024</u> <u>Original</u> <u>Budget</u>	<u>2024</u> <u>YTD</u> <u>Budget</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue:</b>				
Grants	\$ 69,000	\$ 69,000	\$ -	\$ -
User Fees	1,854,600	1,854,600	1,853,874	1,615,335
Landfill Operations-tippage	390,000	390,000	66,728	89,921
Investment Income	17,900	17,900	14,257	18,229
Sale of Recyclables	-	-	3,543	-
Total Revenue	<u>2,331,500</u>	<u>2,331,500</u>	<u>1,938,402</u>	<u>1,723,484</u>
<b>Expenditures:</b>				
Personnel Services	17,620	17,620	143	1,715
Refuse Collection	845,000	845,000	139,262	200,244
Recycling Collection	822,000	822,000	138,835 E	196,838
Leaf & Brush Pickups	69,000	69,000	140	140
Tippage Fees	556,000	556,000	86,567	73,211
Miscellaneous	2,625	2,625	275	270
Printing	1,000	1,000	-	-
Refunded User Fees	-	-	-	-
Encumbrances			(1,600)	
Total Expenditures	<u>2,313,245</u>	<u>2,313,245</u>	<u>363,622</u>	<u>472,418</u>
Revenue over (under) expenditures	18,255	<u>18,255</u>	1,574,780	1,251,067
Fund balance, beginning of year	<u>430,358</u>		<u>430,358</u>	<u>390,084</u>
Fund balance, end of period	<u>\$ 448,613</u>		<u>\$ 2,005,138</u>	<u>\$ 1,641,151</u>

**City of Franklin  
Capital Outlay Fund  
Balance Sheet  
March 31, 2024 and 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 1,673,251	\$ 1,470,686
Accounts Receivables	88	316
<b>Total Assets</b>	<b><u>\$ 1,673,339</u></b>	<b><u>\$ 1,471,003</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	1,673,339	1,471,003
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 1,673,339</u></b>	<b><u>\$ 1,471,003</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024 and 2023**

	<u>2024 Original Budget</u>	<u>2024 Amended Budget</u>	<u>2024 Year-to-Date Budget</u>	<u>2024 Year-to-Date Actual</u>	<u>2023 Year-to-Date Actual</u>
<b>Revenue:</b>					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	63,000	113,000	15,750	-	5,950
Landfill Siting	965,000	965,000	162,046	155,833	235,991
Investment Income	28,000	28,000	7,000	6,047	11,438
Miscellaneous Revenue	2,000	2,000	81	8,738	2,221
Transfers from Other Funds	-	-	-	-	-
<b>Total Revenue</b>	<b><u>1,058,000</u></b>	<b><u>1,108,000</u></b>	<b><u>184,877</u></b>	<b><u>170,617</u></b>	<b><u>255,600</u></b>
<b>Expenditures:</b>					
General Government	408,067	470,366	64,417	64,584 E	16,273
Public Safety	464,266	705,966	131,354	295,881 E	290,105
Public Works	145,125	197,225	13,985	1,529 E	18,783
Health and Human Services	17,796	17,796	8,898	40,218	-
Culture and Recreation	-	78,250	-	-	-
Conservation and Development	9,872	243,113	2,468	48,366 E	91,276
Contingency	10,000	10,000	-	-	-
Encumbrances	-	-	-	(329,585)	(179,669)
<b>Total Expenditures</b>	<b><u>1,055,126</u></b>	<b><u>1,722,716</u></b>	<b><u>221,121</u></b>	<b><u>120,994</u></b>	<b><u>236,768</u></b>
Revenue over (under) expenditures	2,874	(614,716)	<u>(36,245)</u>	49,624	18,832
Fund balance, beginning of year	<u>1,623,716</u>	<u>1,623,716</u>		<u>1,623,716</u>	<u>1,452,171</u>
Fund balance, end of period	<b><u>\$ 1,626,590</u></b>	<b><u>\$ 1,009,000</u></b>		<b><u>\$ 1,673,339</u></b>	<b><u>\$ 1,471,003</u></b>

**City of Franklin**  
**Equipment Replacement Fund**  
**Balance Sheet**  
**March 31, 2024 and 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 1,415,552	\$ 872,827
Taxes receivable	-	-
Accounts Receivable	-	-
<b>Total Assets</b>	<b><u>\$ 1,415,552</u></b>	<b><u>\$ 872,827</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned revenue	-	-
Encumbrance	-	-
Assigned fund balance	1,415,552	872,827
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 1,415,552</u></b>	<b><u>\$ 872,827</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2024 and 2023**

	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2023</u>
	<u>Original</u>	<u>Amended</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
<b>Revenue:</b>					
Landfill	\$ 480,000	\$ 480,000	\$ 85,208	\$ 80,020	\$ 94,250
Investment Income	34,000	34,000	8,500	7,641	11,985
Grants	-	-	-	-	-
Property Sales	20,000	20,000	2,560	11,150	51,977
Refunds/Reimbursements	-	-	-	-	-
Miscellaneous Revenue-Close out TID #	-	-	-	-	-
Transfers From Fund Balance	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
<b>Total Revenue</b>	<b><u>534,000</u></b>	<b><u>534,000</u></b>	<b><u>96,267</u></b>	<b><u>98,811</u></b>	<b><u>158,212</u></b>
<b>Expenditures:</b>					
General Government	32,000	32,000	16,000	-	78,440
Public Safety	125,000	848,568	74,548	582,605 E	278,513
Public Works	460,000	460,000	107,842	445,400 E	229,916
Encumbrances	-	-	-	(467,390)	(356,953)
<b>Total Expenditures</b>	<b><u>617,000</u></b>	<b><u>1,340,568</u></b>	<b><u>198,391</u></b>	<b><u>560,615</u></b>	<b><u>229,916</u></b>
Revenue over (under) expenditures	(83,000)	(806,568)	<u>(102,123)</u>	(461,805)	(71,704)
Fund balance, beginning of year	<u>1,877,357</u>	<u>1,877,357</u>		<u>1,877,357</u>	<u>944,531</u>
Fund balance, end of period	<b><u>\$ 1,794,357</u></b>	<b><u>\$ 1,070,789</u></b>		<b><u>\$ 1,415,552</u></b>	<b><u>\$ 872,827</u></b>

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
March 31, 2024 and 2023**

<u><b>Assets</b></u>	<u><b>2024</b></u>	<u><b>2023</b></u>
Cash and investments	\$ 2,023,902	\$ 1,611,273
Accounts receivables	-	-
<b>Total Assets</b>	<b>\$ 2,023,902</b>	<b>\$ 1,611,273</b>
<u><b>Liabilities and Fund Balance</b></u>		
Accounts payable	\$ 55,122	\$ -
Assigned fund balance	1,968,780	1,611,273
<b>Total Liabilities and Fund Balance</b>	<b>\$ 2,023,902</b>	<b>\$ 1,611,273</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024 and 2023**

	<b>2024 Original Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Totals</b>	<b>2023 Year-to-Date Totals</b>
<b>Revenue:</b>				
Property Taxes	\$ 291,700	\$ 291,700	\$ 291,700	\$ -
Landfill Siting	\$ 520,000	\$ 520,000	\$ 88,450	\$ 98,540
Investment Income	34,000	34,000	9,226	9,743
Transfers from Other Funds	-	-	-	-
Intergovernmental Resources	1,395,000	1,395,000	348,617	304,780
<b>Total Revenue</b>	<b>2,240,700</b>	<b>2,240,700</b>	<b>737,993</b>	<b>413,063</b>
<b>Expenditures:</b>				
Street Reconstruction Program - Current Year	2,347,800	2,504,173	101,828 E	314,665
Encumbrances	-	-	(76,365)	(314,665)
<b>Total Expenditures</b>	<b>2,347,800</b>	<b>2,504,173</b>	<b>25,463</b>	<b>-</b>
Revenue over (under) expenditures	(107,100)	(263,473)	712,530	413,063
Fund balance, beginning of year	1,256,250	1,256,250	1,256,250	1,198,210
<b>Fund balance, end of period</b>	<b>\$ 1,149,150</b>	<b>\$ 992,777</b>	<b>\$ 1,968,780</b>	<b>\$ 1,611,273</b>

**City of Franklin  
Capital Improvement Fund  
Balance Sheet  
March 31, 2024 and 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 5,765,587	\$ 1,646,228
Due from State of Wisconsin	-	-
Accounts receivables	847	847
<b>Total Assets</b>	<b><u>\$ 5,766,435</u></b>	<b><u>\$ 1,647,076</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 85	\$ 39,064
Assigned fund balance	5,766,350	1,608,011
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 5,766,435</u></b>	<b><u>\$ 1,647,076</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024 and 2023**

	<u>2024 Original Budget</u>	<u>2024 Amended Budget</u>	<u>2024 Year-to-Date Budget</u>	<u>2024 Year-to-Date Totals</u>	<u>2023 Year-to-Date Totals</u>
<b>Revenue:</b>					
Other Grants	-	-	-	-	-
DPW Charges	-	-	-	-	-
Landfill Siting	120,000	120,000	22,897	21,060	64,570
Transfers from Other Funds	1,968,000	1,968,000	684,871	-	629,627
Transfers from General Funds	-	-	-	-	-
Transfers from Impact Fees	606,819	606,819	18,632	-	47,654
Transfers from Connection Fees	900,000	900,000	-	-	-
Transfers from Special Assessments	-	-	-	-	-
Bond Proceeds	-	-	-	68,145	5,139
Notes Proceeds	-	-	-	-	-
Bond & Notes Premium	-	-	-	-	-
Donations	50,000	50,000	-	-	-
Refunds, Reimbursements & Miscellaneous	-	-	-	-	-
Investment Income	2,125	2,125	531	46,598	6,672
<b>Total Revenue</b>	<b><u>3,646,944</u></b>	<b><u>3,646,944</u></b>	<b><u>726,932</u></b>	<b><u>135,803</u></b>	<b><u>753,662</u></b>
 <b>Expenditures:</b>					
General Government	350,000	897,397	87,500	479,641 E	35,111
Public Safety	-	-	-	-	-
Public Works	455,000	530,389	113,750	157,865 E	323,622
Health and Human Services	-	-	-	-	-
Culture and Recreation (Lib/Parks)	1,427,934	3,389,656	356,984	3,286,279 E	187,845
Conservation and Development	-	-	-	-	-
Sewer & Water	900,000	900,884	225,000	884 E	25,457
Contingency	150,000	150,000	40,142	-	-
Bond/Note Issuance Cost	-	-	-	-	-
Transfers to Other Funds	-	-	-	-	-
Encumbrances	-	-	-	(3,802,300)	(468,881)
<b>Total Expenditures</b>	<b><u>3,282,934</u></b>	<b><u>5,868,325</u></b>	<b><u>823,375</u></b>	<b><u>122,369</u></b>	<b><u>103,154</u></b>
Revenue over (under) expenditures	364,010	(2,221,381)	<u>(96,443)</u>	13,434	650,507
Fund balance, beginning of year	<u>5,752,916</u>	<u>5,752,916</u>		<u>5,752,916</u>	<u>957,504</u>
<b>Fund balance, end of period</b>	<b><u>\$ 6,116,926</u></b>	<b><u>\$ 3,531,535</u></b>		<b><u>\$ 5,766,350</u></b>	<b><u>\$ 1,608,011</u></b>

**City of Franklin  
Development Fund  
Balance Sheet  
March 31, 2024 and 2023**

<b>Assets</b>	<b>2024</b>	<b>2023</b>
Cash and investments	\$ 13,333,384	\$ 10,420,119
Other accounts receivable	3,265	3,265
Due From TID's	-	1,500,000
<b>Total Assets</b>	<b>\$ 13,336,649</b>	<b>\$ 11,923,384</b>
<b>Liabilities and Fund Balance</b>		
Accrued Liabilities	\$ 101,870	\$ 101,870
Accounts Payable	-	-
Assigned fund balance	13,234,780	11,821,514
<b>Total Liabilities and Fund Balance</b>	<b>13,336,649</b>	<b>11,923,384</b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024 and 2023**

	<b>2024 Original Budget</b>	<b>2024 Amended Budget</b>	<b>2024 Year-to-Date Budget</b>	<b>2024 Year-to-Date Actual</b>	<b>2023 Year-to-Date Actual</b>
<b>Revenue:</b>					
Impact Fees					
Parks	\$ 175,000	\$ 175,000	\$ 32,601	\$ 23,325	\$ 62,797
Southwest Sewer Service Area	50,000	50,000	9,561	84,325	3,729
Administration	15,000	15,000	2,303	1,303	2,103
Water	750,000	750,000	105,246	17,485	144,422
Transportation	150,000	150,000	17,852	10,774	21,752
Fire Protection	100,000	100,000	15,374	7,389	14,863
Law Enforcement	100,000	100,000	16,538	8,443	17,042
Library	30,000	30,000	6,043	4,131	11,042
Total Impact Fees	1,370,000	1,370,000	205,517	157,175	277,749
Miscellaneous Revenue	-	-	-	-	-
Investment Income	255,000	255,000	63,750	111,698	76,083
Investment Gains/Losses	-	-	-	-	-
Interfund Interest Income	26,250	26,250	6,563	-	-
Total Revenue	1,651,250	1,651,250	275,830	268,873	353,832
<b>Expenditures:</b>					
Other Professional Services	25,000	27,970	3,256	4,806 E	-
Transfer to Debt Service					
Law Enforcement	125,600	125,600	89,639	-	-
Fire	43,008	43,008	20,888	-	-
Transportation	65,700	65,700	38,992	-	-
Library	-	-	-	-	-
Encumbrances	-	-	-	-	-
Total Transfers to Debt Service	234,308	234,308	149,518	-	-
Transfer to Capital Improvement Fund					
Park	-	-	-	-	E 140,654
Water	-	-	-	-	-
Total Transfers to Capital Improvement Fund	-	-	-	-	E 140,654
Reimb to Developers & Others	-	128,768	-	-	-
Transfer to Other Funds	140,000	140,000	35,000	-	-
Capital Improvements	466,819	466,819	14,888	93,000 E	-
Sewer Fees	-	-	-	-	-
Water Fees	4,192,430	4,192,430	1,048,107	-	-
Encumbrances	-	-	-	(95,970)	(93,000)
Total Expenditures	5,058,557	5,190,295	1,250,770	1,836	47,654
Revenue over (under) expenditures	(3,407,307)	(3,539,045)	(974,940)	267,037	306,178
Fund balance, beginning of year	12,967,743	12,967,743	-	12,967,743	11,515,337
Fund balance, end of period	\$ 9,560,436	\$ 9,428,698	-	\$ 13,234,780	\$ 11,821,514

**City of Franklin  
Utility Development Fund  
Balance Sheet  
March 31, 2024 and 2023**

<u><b>Assets</b></u>	<u><b>2024</b></u>	<u><b>2023</b></u>
Cash and investments - Water	\$ 1,332,836	\$ 1,158,264
Cash and investments - Sewer	1,641,769	1,529,283
Taxes receivable	-	-
Special Assessment - Water Current	153,065	78,136
Special Assessment - Water Deferred	14,175	20,071
Special Assessment - Sewer Current	11,058	29,311
<b>Total Assets</b>	<u><u><b>\$ 3,152,903</b></u></u>	<u><u><b>\$ 2,815,065</b></u></u>
<u><b>Liabilities and Fund Balance</b></u>		
Unearned Revenue	\$ 178,298	\$ 127,518
<b>Total Fund Balance</b>	<u><u><b>2,974,605</b></u></u>	<u><u><b>2,687,547</b></u></u>
<b>Total Liabilities and Fund Balance</b>	<u><u><b>\$ 3,152,903</b></u></u>	<u><u><b>\$ 2,815,065</b></u></u>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2024 and 2023**

	<u><b>2024 Original Budget</b></u>	<u><b>2024 Year-to-Date Budget</b></u>	<u><b>2024 Year-to-Date Actual</b></u>	<u><b>2023 Year-to-Date Actual</b></u>
<b>Revenue:</b>				
Special Assessments:				
Water	\$ 20,000	\$ 20,000	\$ 18,501	\$ -
Sewer	25,000	25,000	1,377	7,062
Connection Fees:			-	
Water	-	-	-	-
Sewer	10,000	10,000	6,240	3,000
Total Assessments & Connection Fees	<u>55,000</u>	<u>55,000</u>	<u>26,119</u>	<u>10,062</u>
Special Assessment Interest	8,200	8,200	206	71
Investment Income	<u>106,250</u>	<u>106,250</u>	<u>23,939</u>	<u>28,272</u>
Total Revenue	<u><u>169,450</u></u>	<u><u>169,450</u></u>	<u><u>50,263</u></u>	<u><u>38,404</u></u>
Transfer to Capital Improvement Fund:				
Water	400,000	400,000	-	-
Sewer	500,000	500,000	-	-
Total Transfers to Capital Improvement Fund	<u>900,000</u>	<u>900,000</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(730,550)	(730,550)	50,263	38,404
Fund balance, beginning of year	<u>2,924,342</u>	<u>2,924,342</u>	<u>2,924,342</u>	<u>2,649,143</u>
Fund balance, end of period	<u><u>\$ 2,193,792</u></u>	<u><u>\$ 2,193,792</u></u>	<u><u>\$ 2,974,605</u></u>	<u><u>\$ 2,687,547</u></u>

**City of Franklin**  
**Self Insurance Fund - Actives**  
**Balance Sheet**  
**March 31, 2024 and 2023**

<u>Assets</u>	<u>2024</u>	<u>2023</u>
Cash and investments	\$ 2,847,164	\$ 3,487,844
Accounts receivable	1,296	648
Interfund advance receivable	-	-
Prepaid expenses	-	-
<b>Total Assets</b>	<b><u>\$ 2,848,460</u></b>	<b><u>\$ 3,488,492</u></b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 140,122	\$ 47,608
Claims payable	210,000	311,800
Unrestricted net assets	2,498,338	3,129,083
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,848,460</u></b>	<b><u>\$ 3,488,492</u></b>

**City of Franklin Self Insurance Fund - Actives**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2024 and 2023**

	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2023</u>
	<u>Original</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
<u>Revenue</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Medical Premiums-City	\$ 3,285,140	\$ 834,456	\$ 734,757	\$ 571,563
Medical Premiums-Employee	537,805	136,101	124,013	109,542
Other - Invest Income, Rebates	193,000	48,250	62,126	70,617
Medical Revenue	<u>4,015,945</u>	<u>1,018,807</u>	<u>920,896</u>	<u>751,721</u>
Dental Premiums-City	145,000	34,358	24,147	24,668
Dental Premiums-Retirees	3,000	1,575	1,098	2,174
Dental Premiums-Employee	70,000	17,650	12,131	13,404
Dental Revenue	<u>218,000</u>	<u>53,583</u>	<u>37,376</u>	<u>40,246</u>
<b>Total Revenue</b>	<b><u>4,233,945</u></b>	<b><u>1,072,390</u></b>	<b><u>958,272</u></b>	<b><u>791,967</u></b>
<b>Expenditures:</b>				
<b>Medical</b>				
Medical claims	3,032,000	759,676	450,249	518,442
Prescription drug claims	490,000	122,500	115,273	85,983
Refunds-Stop Loss Coverage	-	-	(117,650)	(42,737)
Total Claims	<u>3,522,000</u>	<u>882,176</u>	<u>447,872</u>	<u>561,687</u>
Medical Claim Fees	147,000	35,966	59,861	45,574
Stop Loss Premiums	643,000	165,004	188,603	125,849
Other - Miscellaneous	2,700	675	7,736	12,630
HSA Contributions	177,000	47,654	39,250	36,375
Plan Administration	48,515	12,129	12,135	11,775
Total Medical Costs	<u>4,540,215</u>	<u>1,143,604</u>	<u>755,457</u>	<u>793,890</u>
<b>Dental</b>				
Active Employees & COBRA	196,462	49,084	47,386	44,225
Retiree	-	-	242	879
Total Dental Costs	<u>196,462</u>	<u>49,084</u>	<u>47,628</u>	<u>45,104</u>
<b>Total Expenditures</b>	<b><u>4,736,677</u></b>	<b><u>1,192,688</u></b>	<b><u>803,085</u></b>	<b><u>838,995</u></b>
Revenue over (under) expenditures	(502,732)	<u>\$ (120,298)</u>	155,187	(47,028)
Net assets, beginning of year	<u>2,343,151</u>		<u>2,343,151</u>	<u>3,176,111</u>
<b>Net assets, end of period</b>	<b><u>\$ 1,840,419</u></b>		<b><u>\$ 2,498,338</u></b>	<b><u>\$ 3,129,083</u></b>



**City of Franklin**  
**City of Franklin Post Employment Benefits Trust**  
**Balance Sheet**  
**March 31, 2024 and 2023**

<u>Assets</u>	<b>2024</b>	<b>2023</b>
Cash and investments	\$ (599,615)	\$ (310,541)
Investments held in trust - Fixed Inc	3,368,484	2,850,157
Investments held in trust - Equities	6,240,038	5,323,355
Accounts receivable	64,398	39,686
<b>Total Assets</b>	<b>\$ 9,073,305</b>	<b>\$ 7,902,657</b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 51,251	\$ 5,942
Claims payable	60,000	60,000
Net assets held in trust for post emp	8,962,054	7,836,715
<b>Total Liabilities and Fund Balance</b>	<b>\$ 9,073,305</b>	<b>\$ 7,902,657</b>

**City of Franklin Post Employment Benefits Trust**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2024 and 2023**

<u>Revenue</u>	<b>2024</b> <b>Year-to-Date</b> <b>Actual</b>	<b>2023</b> <b>Year-to-Date</b> <b>Actual</b>
ARC Medical Charges - City	\$ 108,716	\$ 116,232
Medical Charges - Retirees	142,473	89,032
<b>Medical Revenue</b>	<b>251,189</b>	<b>205,264</b>
<b>Expenditures:</b>		
<b>Retirees-Medical</b>		
Medical claims	142,512	131,112
Prescription drug claims	42,813	43,384
Refunds-Stop Loss Coverage	-	(4,109)
<b>Total Claims-Retirees</b>	<b>185,325</b>	<b>170,387</b>
Medical Claim Fees	11,293	10,972
Stop Loss Premiums	38,314	29,637
Miscellaneous Expense	6,524	109
<b>Total Medical Costs-Retirees</b>	<b>241,456</b>	<b>211,105</b>
 Revenue over (under) expenditures	 9,733	 (5,841)
 Annual Required Contribution-Net	 (5,597)	 (74,622)
Other - Investment Income, etc.	588,317	385,853
<b>Total Revenues</b>	<b>582,720</b>	<b>311,231</b>
 Net Revenues (Expenditures)	 592,453	 305,390
 Net assets, beginning of year	 8,369,601	 7,531,325
 Net assets, end of period	 <b>\$ 8,962,054</b>	 <b>\$ 7,836,715</b>

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE July 2, 2024
Reports & Recommendations	<b>A Resolution to Submit Non-Participating Letter to Wisconsin Department of Transportation for Utility Adjustments and Installation of a Pathway Along STH 100 (West Ryan Road) From South 60th Street to West St. Martins Road, in the Amount of \$1,482,100</b>	ITEM NO. Ald. Dist. 1, 2, 4, 6 G. 23.

**BACKGROUND**

Wisconsin Department of Transportation (WisDOT) is planning a project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60<sup>th</sup> Street to West St Martins Road. WisDOT has this project now scheduled to received bids on November 12, 2024.

Previously, the City asked WisDOT to incorporate a 10-foot pathway along the north/east side of this project and this was monumented with a State/Municipal Agreement (SMA) and State/Municipal Financial Agreement (SMFA) in Resolution 2022-7833. On June 7, 2023, Common Council considered the cost of the City’s portion of the project to increase from \$672,700 to \$1,181,108 and adjusted budgets accordingly. The City is currently paying invoices for the cost of land acquisition services.

On August 15, 2023 (item G.13), the estimate was refined by WisDOT and the current SMFA was executed for \$1,482,100.

Staff was previously working with WisDOT to acquire a Transportation Alternatives Program (TAP) grant for the pathway project. The TAP grant and updated State/Municipal Financial Agreement was discussed on May 21, 2024 (items G.24 and G.25). WisDOT recently notified Staff that the City would not be awarded a TAP grant for this project.

**ANALYSIS**

In lieu of a Memorandum of Understanding, WISDOT is asking for a Non-participating letter. The 90% design that WisDOT has completed indicates that the pathway and utility adjustments would cost an estimated \$1,482,100.

**OPTIONS**

- A. Send the enclosed letter asking WISDOT to include utility adjustments and the pathway in their project. Or
- B. Direct Staff to send an alternate letter to WISDOT declining participating in their project. Or
- C. Provide further direction to Staff.

**FISCAL NOTE**

Some of this project (land acquisition) is being paid now as the expenses are incurred, but the majority of it is expected to be paid in 2025. This capital improvement (fund 46-0551-5833) project is eligible for 62% reimbursement from the accumulated park impact fees (estimated \$918,902, up from previous \$732,287) and the remainder \$563,198 would need to be paid for with other local budgeted funding.

**RECOMMENDATION**

(Option A) Motion to authorize Staff to submit non-participating letter to Wisconsin Department of Transportation for utility adjustments and installation of a pathway along STH 100 from South 60<sup>th</sup> Street to West St. Martins Road in the amount of \$1,482,100.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO SUBMIT NON-PARTICIPATING LETTER TO WISCONSIN DEPARTMENT OF TRANSPORTATION FOR UTILITY ADJUSTMENTS AND INSTALLATION OF A PATHWAY ALONG STH 100 (WEST RYAN ROAD) FROM SOUTH 60TH STREET TO WEST ST. MARTINS ROAD, IN THE AMOUNT OF \$1,482,100

WHEREAS, Wisconsin Department of Transportation (WisDOT) has 2025 construction project on South Lovers Lane Road / West Ryan Road (USH 45 / STH 100) from South 60th Street to West St Martins Road; and

WHEREAS, the City of Franklin asked WisDOT to incorporate utility adjustments and a 10-foot pathway along the north/east side of this project and this was monumented with a State Municipal Agreement (SMA) and State Municipal Financial Agreement (SMFA); and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Staff submit a non-participating letter to Wisconsin Department of Transportation for utility adjustments and installation of a pathway along STH 100 from South 60th Street to West St. Martins Road in the amount of \$1,482,100.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



City of Franklin  
Engineering Department

June 28, 2024

Roslin Burns, Program & Planning Analyst  
141 NW Barstow Street  
P.O. Box 798  
Waukesha WI 53187-0798

Subject: Project I.D. 2040-15-03  
STH 100 – S. 60<sup>th</sup> St. to W. St Martins Rd.  
Milwaukee County

Through Resolutions 2022-7833 and 2024-\_\_\_\_\_, the City of Franklin Common Council has directed me to request that the Wisconsin Department of Transportation incorporate construction work on the behalf of the City of Franklin into the contract documents for the above noted construction project.

Specifically, the work we would like to incorporate in the contract document is all utility adjustments for sanitary sewer and valves for the City's water system from S. 60<sup>th</sup> Street to W. St Martins Road an estimated cost of \$1,482,100.

We understand that this work will be incorporated into the contract as a non-participating item and that the cost shall be the responsibility of the City of Franklin. We further understand that we will be billed as work progresses, including installation, labor, materials and DOT oversight performed on our behalf under the DOT construction contract. We agree to pay as invoices are received.

Sincerely,

Glen E. Morrow, P.E.  
City Engineer

Copy: Shirley Roberts- City Clerk  
Danielle Brown- Director of Finance  
Kelly Hersh- Director of Administration  
Mayor John Nelson  
Robert Bellin-WisDOT Project Manager

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  7/2/2024</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>APPROVE REVISIONS TO THE PERSONNEL COMMITTEE ADMINISTRATIVE RULES AND PROCEDURES TO ALLOW FOR EMPLOYEE PARTICIPATION AT PERSONNEL COMMITTEE MEETINGS</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  G. 24.</p>

The Director of Administration has proposed allowing 1-2 employees to participate in the Personnel Committee meetings as non-voting members.

This item was on the Personnel Committee agenda on 12/18/23 and 2/19/24.

At the 12/18/23 meeting, Personnel Committee members were receptive. They discussed randomly rotating 1-2 employee seats selected from approximately 15 departments per meeting. It was questioned what needed to be done procedurally to allow the non-voting employees to participate. The item was asked to be brought back in January 2024.

On 2/19/24, the Personnel Committee members agreed to allow rotating employees to participate in a non-voting capacity on a volunteer, non-paid basis. The Committee did not vote on the issue, but Alderman Barber, chairing the meeting, asked staff to bring this item to the Council.

Staff requests approval of the updated Personnel Committee Administrative Rules and Procedures. The main change is the addition of the last paragraph, Article IX, Section 4, which allows up to 2 non-voting employees to participate in the Personnel Committee meetings. Other minor adjustments include the date and updated City logo.

**COUNCIL ACTION REQUESTED**

Motion to approve updated Personnel Committee Administrative Rules and Procedures as discussed.

## **Administrative Rules and Procedures**

July, 2024



# Personnel 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
1	V	Officers
2	VI	Committees, Subcommittees
2	VII	Meetings
3	VIII	Order of Business
4	IX	Non-member Participation

### Exhibit

A City of Franklin Ordinance No. 2001-1687.

## **Personnel Committee**

### **Administrative Rules and Procedures**

#### **Article I. Name of Committee**

The name of this Committee shall be the "Personnel Committee" of the City of Franklin, Wisconsin, hereinafter referred to as "the Committee"

#### **Article II. Authorization**

The authorization for establishing the Committee is outlined in Ordinance No. 2001-1687

#### **Article III. Membership**

- Section 1 The composition of the Committee shall be as established in Ordinance 2001-1687 and as may otherwise be specified by the Common Council.
- Section 2 The terms of the members shall be as established in Ordinance 2001-1687 and as may otherwise be specified by the Common Council.
- Section 3. Each member, excluding the presiding officer, who shall only vote to affect the result, shall have one (1) vote. Voting by proxy is not permitted. On a tie vote, the motion is lost
- Section 4 All members shall serve without compensation.
- Section 5. A quorum shall be a majority of all the committee members appointed, meaning the number of members authorized, less any vacancies.
- 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**

The duties of the Committee shall be as established in City Ordinance 2001-1687 and as may otherwise be specified by the Common Council.

#### **Article V. Officers**

- Section 1. The officers of the Committee shall be the Chair, Vice-Chair, and Secretary.
- Section 2 The Chair and Vice-Chair shall be elected by and from the Committee members The Secretary shall be the Human Resources Manager, a non-voting ex-officio member, or the Manager's designee.

- 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 July 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 Committee meetings and hearings and shall have the duties usually conferred by parliamentary usage to such office. The Chair, with the assistance of the City staff ex officio members of the Committee, 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 and hearings.
  - c) Prepare reports of Committee actions.
  - d) Provide notice to all Committee members.
  - e) Arrange proper and legal notice of hearings.
  - f) Attend to the Committee's correspondence as approved by the Committee
  - g) Determine that the Secretary keeps the official Minutes and Committee records
  - h) 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.
  - i) Other duties that the Committee may assign from time to time.
- Section 5. When the Chair cannot preside or fulfill the duties of the Chair, the Vice-Chair shall preside and assume the duties of the Chair until the Chair can preside
- Section 6 When the Chair and the Vice-Chair are unable to preside or fulfill the duties of the Chair and a quorum of the Committee is present for a properly noticed and scheduled Committee meeting or hearing, the Secretary may call the Committee to order and shall temporarily preside solely over the selection of a Chair Pro Tempore by and from the Committee members present. Upon selection, the Chair Pro Tempore shall preside and assume the duties of the Chair until the Chair or the Vice-Chair can preside.

#### **Article VI. Committees, Subcommittees**

- Section 1 The Committee may establish committees and subcommittees as deemed appropriate or necessary to fulfill the Committee's duties.
- 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 Committee's duties.
- Section 2 The Committee may adopt a regular, periodic meeting schedule as needed to fulfill the Committee's duties and determine the time and place of such meetings.

- 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.
- 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 Secretary no later than seven (7) working days before the meeting at which the matter is to be considered. Matters submitted for consideration by the Committee may be rescheduled to a subsequent meeting when the Secretary 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 delivered to the members of the Committee not later than three (3) working days preceding the meeting
- Section 9. Actions of the Committee requiring approval of a two-third (2/3) vote of all of the members are.
- a) To revise or amend 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)
- Section 10. Other actions of the Committee shall require the approval of a majority of the members present and voting
- Section 11. The Committee may terminate any meeting with agenda items not yet considered at 10 00 p.m. or thereafter. Any agenda item(s) under consideration or not yet considered at the time of meeting termination under this section shall be continued to the next meeting.

#### **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 Citizen Comment Period
  - III. Approval of Minutes of previous meeting(s).
  - IV. Old Business.
  - V New business
  - VI. Other business (e g., items for future agendas, Comm. rules and procedures, etc )
  - VII Schedule the next meeting.
  - VIII. Adjournment.

The use of "Old Business," "New Business," and "Other Business" categories should be accompanied by a more specific listing on the agenda of any subject matter intended for consideration under such categories.

It shall be for any member who voted in the affirmative on any question that was adopted or for any member who voted in the negative when the number of affirmative votes was insufficient for adoption to move a reconsideration of such vote at the same or next succeeding regular meeting of the Committee. A motion to reconsider having been lost shall not be again in order.

Section 2 In general, the order of business shall follow the printed agenda. The order of business may vary from the printed agenda based on the 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. 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's 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 during the Citizen Comment Period or 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.

Section 4 Effective July 2024, two departments will be selected on a random basis to choose one employee to participate in the next Personnel Committee meeting. These selected individuals will be allowed to participate in the discussion on the agenda items during the meeting but will not have a vote. The selected individuals may request a specific topic be placed on the agenda in advance, with the Administration's approval.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE July 2, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Award Amendment 1 to Applied Technologies, Inc for Construction Related Services for the Lovers Lane Water Transmission Mains and Elevated Water Storage Tank In the Amount of \$157,250.	ITEM NO. Ald. Dist. 2 <i>G. 25.</i>

**BACKGROUND**

Applied Technologies, Inc has been providing design services related to the water tower and watermains on S. Lovers Lane since 2020. The projects have morphed and expanded significantly since the projects were first envisioned.

**ANALYSIS**

The Board of Water Commissioners considered this additional services request at their June 18, 2024 meeting and have recommended to the Common Council that this amendment be approved. The amendment and supporting letter are attached for additional consideration.

**OPTIONS**

Approve or Deny the amendment. Denial will need discussion on how to proceed through construction with adequate construction oversight.

**FISCAL NOTE**

\$8,118,000.00	Initial Project Budget
\$1,000,000.00	ARPA Funding
<b>\$9,118,000.00</b>	<b>TOTAL BUDGET</b>
\$943,441.00	Watermain North Project through current change orders (Dorner)
\$663,460.50	Watermain South Project (Vinton)
\$6,959,070.00	Water Tower project through current change orders (Landmark)
<b>\$8,565,971.50</b>	<b>CURRENT TOTAL PROJECT- CONSTRUCTION</b>
\$18,100.00	Applied Tech for rebidding the south watermain
\$157,250.00	Applied Tech- Amendment 1 (THIS ITEM)
<b>\$175,350.00</b>	<b>APPLIED TECH FEES TO BE APPLIED TO PROJECT BUDGET</b>
\$8,741,321.50	Total construction and design applied to projects at this time
<b>\$376,678.50</b>	<b>BUDGET REMAINING</b>

**RECOMMENDATION**

Adopt Resolution 2024-\_\_\_\_\_ a Resolution to Award Amendment 1 to Applied Technologies, Inc for Construction Related Services for the Lovers Lane Water Transmission Mains and Elevated Water Storage Tank in the amount of \$157,250.

Engineering - GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION TO AWARD AMENDMENT 1 TO  
APPLIED TECHNOLOGIES, INC FOR CONSTRUCTION RELATED SERVICES  
FOR THE LOVERS LANE WATER TRANSMISSION MAINS AND  
ELEVATED WATER STORAGE TANK  
IN THE AMOUNT OF \$157,250

---

WHEREAS, Franklin is constructing a new water storage tank and connecting water transmission mains along S. Lovers Lane; and

WHEREAS, Applied Technologies, Inc is performing several professional services for these projects that have been in the works for many years; and

WHEREAS, the number of bidding projects have expanded and many unforeseen extra issues have come up since the original hourly, not to exceed contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Applied Technologies, Inc. be authorized to perform Amendment 1 to their contract for the Lovers Lane water transmission mains and elevated water storage tank in the amount of \$157,250.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



**AMENDMENT**

This Amendment 1 To Agreement dated October 20, 2020 between the City of Franklin and Applied Technologies, Inc. to additional construction related services for Lovers Lane Water Transmission Main and Elevated Water Storage Tank.

Description of Modifications. Engineer shall provide construction related services from notice to proceed, contractor coordination, and project closeout as outlined in the March 4, 2024 letter proposal.

For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer a not to exceed \$157,250 and invoiced at normal established rates for the project.

All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect.

The Effective Date of this Amendment is July 2, 2024.

CITY OF FRANKLIN, WISCONSIN  
BY: \_\_\_\_\_  
PRINT NAME: John R. Nelson  
TITLE: Mayor  
DATE: \_\_\_\_\_

Applied Technologies, Inc  
BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINT NAME: Shirley J. Roberts  
TITLE: City Clerk  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINT NAME: Danielle Brown, M.B.A.  
TITLE: Director of Finance and Treasurer  
DATE: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE \_\_\_\_\_



March 04, 2024

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

**Subject: Proposal for Construction Related Services  
Transmission Main Elevated Water Storage Tank (Contracts A & B)**

Dear Mr. Morrow:

As previously discussed, please find a revised Construction Related Services agreement for the water transmission main and elevated water storage tank projects. As you know we began working on this back in 2020, Many things have changed since we began the project. We are pleased to submit this proposal to provide Construction Observation and Construction Related Services to the Franklin Water Utility (Franklin) for the subject project, which includes:

- Installation of the northern portion of the transmission main beginning at the terminus near W. Drexel Avenue and proceeding southerly to the southern limits of the City owned property.
- Development of the City owned property for a 1-million gallon (MG) composite elevated storage tower (CET). The site improvements will facilitate an additional CET in the future.

#### **Project Description**

Franklin's water utility reliably provides its 36,000 residents with high-quality water using infrastructure consisting of:

- Distribution mains ranging in size from 4- to 24-inches.
- Two elevated storage towers, totaling 2.5 MG, and associated appurtenances.
- Four ground storage reservoirs

As Franklin's population grows, the Utility would like to expand (nearly double) the storage capacity of its water system. The City previously engaged Kaempfer & Associates to prepare a draft Water Tower Study, which identified a site along the east side of STH 100, south of W. Drexel Avenue, and north of W. St. Martins Road. This property is presently owned by the City of



Franklin, identified on the County GIS site as Tax Key Number 801 998 6000. Additionally, the City owns properties consisting of three adjacent key numbers. Based on the draft study, the goals of this project are as follows:

- Connect the 16-inch diameter transmission main in S. Lovers Lane Road between W. Drexel Avenue and W. St. Martins Road.
- Construct 20-inch diameter main through the tower site.
- Construct (1) 1 MG composite elevated storage tower initially and one in the future.

## **SCOPE OF WORK**

### **Construction Related Services**

1. Consult with, advise, and act as the City's representative during construction as provided in the General Conditions of the Contract Documents.
2. Issue "Notice to Proceed" to the Contractor's to begin the construction work.
3. Meet with the Contractor's and the City for a preconstruction conference.
4. Review schedules, submittals, test and inspection results, and other data that the Contractor's are required to submit.
5. Meet with the Contractor's and the City for construction progress meetings for the duration of the projects.
6. Authorize minor work items (field orders) differing from the requirements of the Contract Documents that do not require contract price or schedule adjustments and are consistent with the overall intent of the Contract Documents.
7. Provide technical clarifications and interpretations of the Contract Documents and evaluate requested deviations.
8. Assist the City in negotiating the scope and cost of any necessary contract change orders with the Contractor's. Prepare change orders as required and submit them to the City for approval.
9. Review the Contractor's applications for payment and make recommendations to the City for payment to the Contractor's.
10. Conduct a final inspection of the construction with the City and the Contractor's. Prepare substantial completion documentation and list of items (punchlist) remaining to be completed.
11. Prepare a set of reproducible record drawings including significant changes made during construction. Record drawings shall be based upon the drawings in the Contract Documents, with modifications based on marked-up prints, drawings, and other data



Mr. Glen Morrow, P.E., City of Franklin  
March 04, 2024  
Page 3 of 3

furnished by the Contractors. Provide the City with two sets of record drawing prints and electronic copies in PDF and AutoCAD.

#### Construction Observation

Provide the services of a Resident Project Representative (RPR) for onsite observation of the work. We estimate that the contractors will be onsite for approximately 6 weeks for the transmission main and 80 weeks for the tower construction.

#### Engineering Costs

Based on the aforesaid, and utilizing our existing hourly rates we estimate that the work can be completed for a fee of approximately \$157,250. We propose to invoice on a time and material basis; and will invoice based on time actually spent on the project. We will not exceed the aforesaid estimate without prior authorization.

Please contact us with any questions or concerns. Thank you again for the opportunity to continue assisting the City of Franklin with this project.

Best regards,  
Applied Technologies, Inc.

James J. Smith, P.E.  
President/Quality Control Manager

William A. Hein, P.E., P.L.S.  
CAS Department Manager

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 2, 2024
REPORTS AND RECOMMENDATIONS	<p>Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and collection costs and expenses and related agreements provisions.</p> <p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and collection costs and expenses and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER  G. 26.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and collection costs and expenses and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/2/24
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p>Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the propert(ies) at the southwest corner of South Oakwood Park Drive and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p align="center"><b>Ald. District 4 ITEM NUMBER</b></p> <p align="center">G. 27.</p>

Department of City Development and Engineering, Administration and Legal Services departments staff will be present at the meeting.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development: JR; Legal Services Dept jw

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 2, 2024
REPORTS AND RECOMMENDATIONS	<p>Public Records Related to Common Council Consideration of Code of Conduct Complaints and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection. 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 public records in relation thereto and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER  G. 28.

**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 public records in relation thereto and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, 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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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 07/02//2024</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM 02/NUMBER H.</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of July 2, 2024.

**COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of July 2, 2024.

CITY CLERK'S OFFICE



**License Committee Agenda\***  
**Franklin City Hall Hearing Room**  
**9229 West Loomis Road, Franklin, WI**  
**July 2, 2024 – 5:00 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Extraordinary Entertainment &amp; Special Event</b> <b>5:00 p.m.</b>	<b>Victory of the Lamb Inc. – Victory Block Party</b> Person in Charge: Michael Babler Location: 11120 W Loomis Rd Date of Event: Saturday, July 20, 2024			
<b>Extraordinary Entertainment &amp; Special Event</b> <b>5:10 p.m.</b>	<b>Federation of Croatian Societies – 90<sup>th</sup> Annual Croatian Festival</b> Person in Charge: Thomas Krenz Location: 9100-9140 S 76 <sup>th</sup> St Date of Event: Saturday, July 20, 2024			
<b>Temporary Entertainment &amp; Amusement</b>	<b>Ken Windl Park Pavilion Rental. – Birthday Party (With Bounce House)</b> Person in Charge: Maribella Colon Location: 11615 W Rawson Ave Date of Event: Sunday, July 28, 2024			
<b>Operator 2024-2025</b> <b>New</b>	<b>Patricia Estrada</b> Honey Butter Cafe			
<b>Operator 2024-2025</b> <b>New</b>	<b>Rebecca Knuth</b> The Rock Sports Complex			
<b>Operator 2024-2025</b> <b>New</b>	<b>Allie Lemay</b> Tuckaway Country Club			
<b>Operator 2024-2025</b> <b>New</b>	<b>Krystal Rogan</b> Milwaukee Burger Company			
<b>Operator 2024-2025</b> <b>New</b>	<b>Natalie Stublaski</b> The Rock Sports Complex			
<b>Operator 2024-2025</b> <b>Renewal</b>	<b>David Goehring</b> St Martin of Tours			

<b>Operator 2024-2025 Renewal</b>	<b>Victoria Pitts</b> Michaelangelo's Pizza			
<b>Operator 2024-2025 Renewal</b>	<b>Susanmarie Sinda</b> The Landmark			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

\*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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<b>APPROVAL</b> DB	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 7/2/2024
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> I

Attached are vouchers dated June 14, 2024 through June 27, 2024, Nos. 198340 through Nos. 198507 in the amount of \$ 1,646,985.11. Also included in this listing are EFT Nos. 5724 through EFT Nos. 5741, Library vouchers totaling \$ 27,453.18, Tourism vouchers totaling \$ 4,738.52, Water Utility vouchers totaling \$ 84,185.44 and Property Tax Refunds in the amount of \$ 34,997.92. Voided checks in the amount of \$ (6,066.96) are separately listed.

Early release disbursements dated June 14, 2024 through June 26, 2024 in the amount of \$ 897,025.49 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.

Attached is a list of property tax disbursements, EFT Nos. 515 through Nos. 520 and EFT Nos. 352 (S) through Nos. 353 (S) dated June 17, 2024 through June 19, 2024, in the amount of \$ 2,965,359.36. \$ 33,765.73 represents refund reimbursements and \$ 2,931,593.63 represents settlements from US Bank. There is an additional \$ 4,301,869.34 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated June 28, 2024 is \$ 482,578.50, previously estimated at \$ 475,000. Payroll deductions dated June 28, 2024 are \$ 618,532.70, previously estimated at \$ 500,000.

The estimated payroll for July 12, 2024 is \$ 470,000 with estimated deductions and matching payments of \$ 275,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of June 27, 2024 in the amount of \$ 1,646,985.11
- Payroll dated June 28, 2024 in the amount of \$ 482,578.50 and payments of the various payroll deductions in the amount of \$ 618,532.70 plus City matching payments and
- Estimated payroll dated July 12, 2024 in the amount of \$ 470,000 and payments of the various payroll deductions in the amount of \$ 275,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**