

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
MONDAY, NOVEMBER 3, 2014 AT 6:30 PM

- A. Call to Order and Roll Call

- B.
 - 1. Citizen Comment Period
 - 2. Mayor Announcements:
 - (i) Status of hiring additional Building Inspector
 - (ii) Communicable Disease report
 - (iii) School Resource Officer Grant update

- C. Approval of minutes of regular meeting of October 21, 2014

- D. Hearings

- E. Organizational Business

- F. Letters and Petitions

- G. Reports and Recommendations
 - 1. A Resolution Authorizing Certain Officials To Execute An Agreement With Buxton Company To Provide Community Retail Economic Development Needs And Satisfaction Study, Recruiting And Retention Professional Consulting Services.
 - 2. Recommendation from Board of Health to amend municipal ordinance to add a fine (\$50.00) for noncompliance of a written order by the registered sanitarian.
 - 3. Recommendation from Board of Health for Changes in Franklin Chapter 169 for Health Department license categories and fees.
 - 4. Agent City Agreements with WI Departments of Health and Agriculture, Trade, and Consumer Protection—Renew 5-Year Contracts
 - 5. Results of the survey of property owners abutting W. St. Martins Road from S.T.H. 100 (S. Lovers Lane) to W. Forest Home Avenue (CTH OO) as to their desire for the extension of City water.
 - 6. An Ordinance to Amend §207-16. of the Municipal Code, “Delinquent Sewer and Water Bills”, Pursuant to Wis. Stat. § 66.0809(3)(b) with Regard to the Deadline for the Placement of Delinquent Utility Bill Amounts on the Tax Roll.
 - 7. An Ordinance to Rename Article XXI of Chapter 183 of the Municipal Code to “Weapons; Hunting and Trapping” and to Create §183-79. of the Municipal Code, “Trapping of Animals”, Pursuant to Wis. Stat. § 29.038(2)(b) Regarding Regulation of Wild Animals (Ald. Evans).
 - 8. An Ordinance to Create Chapter 170 of the Municipal Code, “Escort Services and Massage Therapists,” Pursuant to the Municipal Authority Provided Under Wis. Stat. § 66.0107(2) (Ald. Evans).

Common Council Agenda

November 3, 2014

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9. Recommendation from Finance Committee for Adoption of Post Debt Issuance Compliance Policy.
10. September 2014 Monthly Financial Report.
11. Authorization to Purchase the Budgeted Capital Items to Complete the Computer Network Backup System Plan for 2014.

H. Licenses and Permits
Miscellaneous Licenses

I. Bills
Vouchers and Payroll approval

J. Adjournment

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

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

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

REMINDERS:

November 4	Election Day – General Election	7:00 am-8:00 pm
November 4	Special Common Council	6:30 pm
November 6	Plan Commission	7:00 pm
November 18	Common Council	6:30 pm
November 20	Plan Commission	7:00 pm

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 21, 2014
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on October 21, 2014 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Janet Evans, Alderman Doug Schmidt, and Alderwoman Susanne Mayer. Also present were Director of Administration Mark Luberda, City Attorney Jesse Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:57 p.m.
- APPROVAL OF
MINUTES C.1. Alderwoman Evans moved to approve the minutes of the regular meeting of October 7, 2014. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- RES 2014-7026
CONFIRMING APPT. OF
GLEN MORROW E.1. Alderman D. Mayer moved to adopt Resolution No. 2014-7026, A RESOLUTION CONFIRMING THE APPOINTMENT OF GLEN E. MORROW AS CITY ENGINEER/DIRECTOR OF PUBLIC WORKS. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.
- MAYORAL APPT. E.2. Ted Grintjes withdrew his Volunteer Fact Sheet at this time to serve on any City board, commission or committee.
- WEDA CONFERENCE
SUMMARY F.1. No action was taken on the memorandum from the Planning Department regarding the summary of the Wisconsin Economic Development Association 2014 Fall Regional Conference.
- DONATION FROM THE
ROCK SPORTS
COMPLEX G.1. Alderman D. Mayer moved to accept the \$500 donation from The Rock Sports Complex to the Police Department. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- UPDATING
RECLAMATION PLAN
AND ORDINANCE G.2. Alderwoman Wilhelm moved that the Common Council notify Payne & Dolan of the need for updating the Reclamation Plan as recommended by the Wisconsin Department of Natural Resources and that the date for completion of the Reclamation Plan is 6 months. Seconded by Alderwoman Evans. All voted Aye; motion carried.
It was further moved by Alderwoman Wilhelm that the Common Council provide direction to staff and the Quarry Monitoring Committee in regard to the City's Non-Metallic Mining Reclamation Ordinance on using the DNR Model Ordinance and inserting appropriate City language, no later than January 1, 2015. Seconded by Alderman Schmidt. All voted Aye; motion carried.

- QUARRY MONITORING AGREEMENT G.3. Alderwoman Wilhelm moved to approve the Quarry Monitoring Professional Service Agreement with Attachment A containing service details and costs provided by Stantec Consulting Services Inc. and authorize staff to enter into said agreement not to exceed \$42,000 subject to minor corrections as determined by the City Attorney. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- BOND COUNSEL FOR \$5,345,000 GO NOTES G.4. Alderwoman Evans moved to authorize the engagement of Quarles & Brady LLP as Bond Counsel for \$5,345,000 City of Franklin General Obligation Promissory Notes, Series 2014A. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- RES. 2014-7027 GO NOTES \$5,345,000 G.5. Alderman Dandrea moved to approve Resolution No. 2014-7027, A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$5,345,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014A. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- WATER LOSS STUDY CONTRACT G.6. Alderwoman Evans moved to approve the contract with ISI Water Company for Water Loss Study. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- BIDS FOR 350 FT. OF SANITARY SEWER W. FOREST HOME AVE. G.7. Alderman Schmidt moved to direct staff to advertise and receive bids for the lining of approximately 350 lineal feet of sanitary sewer on W. Forest Home Avenue. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.
- RES. 2014-7028 TRAFFIC SIGNAL PRE-EMPTION AGREEMENTS WITH MILWAUKEE COUNTY G.8. Alderman D. Mayer moved to adopt Resolution No. 2014-7028, A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AGREEMENTS WITH MILWAUKEE COUNTY TO ALLOW FOR THE INSTALLATION OF OPTICAL TRAFFIC SIGNAL PRE-EMPTION AT THE INTERSECTIONS OF S. 76TH STREET (CTH U) AND W. IMPERIAL DRIVE/W. BRUNN DRIVE, W. PUETZ ROAD AND W. DREXEL AVENUE. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- RES. 2014-7029 WE ENERGIES ELECTRIC RELOCATION AGREEMENTS FOR S. 27TH ST. G.9. Alderwoman Evans moved to adopt Resolution No. 2014-7029, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A WE ENERGIES SOUTH 27TH STREET ELECTRIC RELOCATION – WISDOT PROJECT ID2265-16-70 LETTER AGREEMENT WITH THE CITY OF FRANKLIN TO TERMS, TO PROCEED AND PAYMENTS TO BE MADE FOR THE COSTS TO BURY ELECTRICAL CIRCUITS (WEST COLLEGE AVENUE TO WEST DREXEL AVENUE). Seconded by Alderman Dandrea. All voted Aye; motion carried.

- RES. 2014-7030
ENGINEERING
SERVICES AGREEMENT
FOR WATER MAIN ON
W. SCEPTER CIR./CT. G.10. Alderman D. Mayer moved to adopt Resolution No. 2014-7030, A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH GRAEF FOR RELAY OF WATER MAIN ON W. SCEPTER CIRCLE AND W. SCEPTER COURT, subject to technical corrections and the review and acceptance of the City Attorney, including a provision for payment no earlier than 2015. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- ORD. 2014-2149
STOP SIGNS ON S. 37TH
ST. G.11. Alderwoman Wilhelm moved to adopt Ordinance No. 2014-2149, AN ORDINANCE TO ESTABLISH PLACEMENT OF STOP SIGNS ON S. 37TH PLACE AT ITS INTERSECTION WITH W. MADISON BOULEVARD. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- INFORMED CONSENT G.12. Alderman D. Mayer moved to authorize the Mayor to execute the Informed Consent letter regarding West St. Martins Road potential project subject matters in the form and content as included in the Common Council packet of October 21, 2014. Seconded by Alderwoman Evans. All voted Aye; motion carried.
- MISCELLANEOUS
LICENSES H.1. Alderman Dandrea moved to grant Operators' licenses to Ryan Longworth, 3665 S 3rd St., Milwaukee; Alice Sherock, 904 S. 85th St., West Allis; and Dominique Soriano, 140 W. Rainbow Ridge Dr., Oak Creek; and to hold the Operator's license application from Qyinn Applin, 4521 W. Ramsey Ave., Greendale, to the 11/3/14 meeting; and to grant a Temporary Class B Beer license to St. Martin of Tours Church, Halloween Party and Dance, Diane Winkowski, 10/25/14, 7963 S. 116th St.; and Temporary Entertainment and Amusement license to the St. Martin of Tours Parish School Halloween Party and Dance, 10/25/14, 7963 S. 116th St. Seconded by Alderwoman Evans. All voted Aye; motion carried.
Alderwoman Wilhelm moved that the Temporary Use issued to The Rock Sports Complex for The Hill Has Eyes be amended to allow 1:00 a.m. shutdown time for safe movement of customers sold tickets by the 11:00 p.m. ticket sale cutoff. Seconded by Alderman Dandrea. On roll call, Alderman Schmidt, Alderwoman Wilhelm, Alderman D. Mayer and Alderman Dandrea voted Aye; Alderwoman S. Mayer and Alderwoman Evans voted No. Motion carried.
- VOUCHERS AND
PAYROLL I.1. Alderman D. Mayer moved to approve net general checking account City vouchers in the range of Nos. 153976 through Nos. 154125 in the amount of \$936,642.82 dated October 6, 2014 through October 16, 2014. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderman D. Mayer moved to approve the net payroll dated October 17, 2014 in the amount of \$332,581.03 and payments of the various payroll deductions in the amount of \$201,965.55 plus any City matching payments, where required. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to approve the net payroll dated October 31, 2014 estimated at \$360,000 and payments of the various payroll deductions estimated at \$385,000 plus any City matching payments, where required. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye. Motion carried.

Alderwoman Evans moved to approve property tax refund of No. 13295 in the amount of \$111.84 dated October 15, 2014. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J.

Alderman Schmidt moved to adjourn the meeting at 8:14 p.m. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>November 3, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials To Execute An Agreement With Buxton Company To Provide Community Retail Economic Development Needs And Satisfaction Study, Recruiting And Retention Professional Consulting Services</p>	<p>ITEM NUMBER</p> <p><i>G.1.</i></p>

Attached is a copy of a scope of services proposal submitted by Buxton dated October 29, 2014, together with a draft resolution approving an agreement for such services. At its August 5, 2014 meeting, the Common Council directed staff to contact Buxton Company for further information with regard to mutual interests relative to economic development. Also attached are materials from Buxton discussed at an August 21, 2014 Special meeting of the Economic Development Commission and the meeting minutes. At its August 21, 2014 meeting, the Economic Development Commission took the following action with respect to its review of the publicized report from Buxton concerning retail leakage in the City: Motion made (Kaniewski) and seconded (Kent) to pass on to Common Council support of the Council's further research and investigation of the issues raised by the Buxton report. Motion carried: 4 Ayes, 0 Noes. At its October 27, 2014 meeting, the Economic Development Commission took the following action as a follow up to its August 21 motion: Motion made (Haskins) and seconded (Soto) to recommend to the Common Council at their November 3, 2014 meeting that they strongly consider moving forward with Buxton to guide the City and the Economic Development Commission with business recruitment and retention efforts which would allow a jumpstart to assist any economic development employee under consideration. Motion carried: 4 Ayes, 0 Noes. Funding for the proposed agreement is not currently allocated; costs would be paid from the Restricted Contingency portion of the Contingency appropriation. If the services provided assist the tax incremental district planning, the costs would be tax incremental funding reimbursable. For accounting purposes, a budget modification is typically prepared to reassign expenditures authorized from Contingency to itemized expenditure line items; therefore, if the proposed Agreement is approved, staff will prepare a budget modification in the future to address this accounting purpose.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials To Execute An Agreement With Buxton Company To Provide Community Retail Economic Development Needs And Satisfaction Study, Recruiting And Retention Professional Consulting Services, with costs to come from the "Restricted Contingency" portion of the Contingency appropriation, pending establishment of an applicable tax incremental district for which such services may be provided or otherwise as may be determined by the Common Council.

RESOLUTION NO. 2014-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH BUXTON COMPANY TO PROVIDE COMMUNITY RETAIL ECONOMIC DEVELOPMENT NEEDS AND SATISFACTION STUDY, RECRUITING AND RETENTION PROFESSIONAL CONSULTING SERVICES

WHEREAS, the Common Council having received and considered a presentation from Kim Honzell, Director of Sales - CommunityID, Buxton Company, Retail Recruitment and Business Retention Analytics at the August 5, 2014 Committee of the Whole meeting and the Common Council at its regular meeting on August 5, 2014 having directed staff to pursue further information with regard to mutual interests with regard to economic development; and

WHEREAS, the Economic Development Commission at its meeting on August 21, 2014 having adopted a motion supporting the Common Council’s direction to staff subject matter, and at its meeting on October 27, 2014, having adopted a motion stating that the Economic Development Commission recommends that the Common Council strongly consider moving forward with Buxton to guide the City and the Economic Development Commission with business recruitment and retention efforts which would allow a jumpstart to assist any economic development employee under consideration; and

WHEREAS, the Common Council upon the recommendation of the Economic Development Commission having reviewed such proposed agreement for business recruitment and retention services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that an agreement with Buxton Company for business recruitment and retention services, with the general information and cost content as annexed hereto, in City of Franklin format and to be approved by the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

RESOLUTION NO. 2014-____
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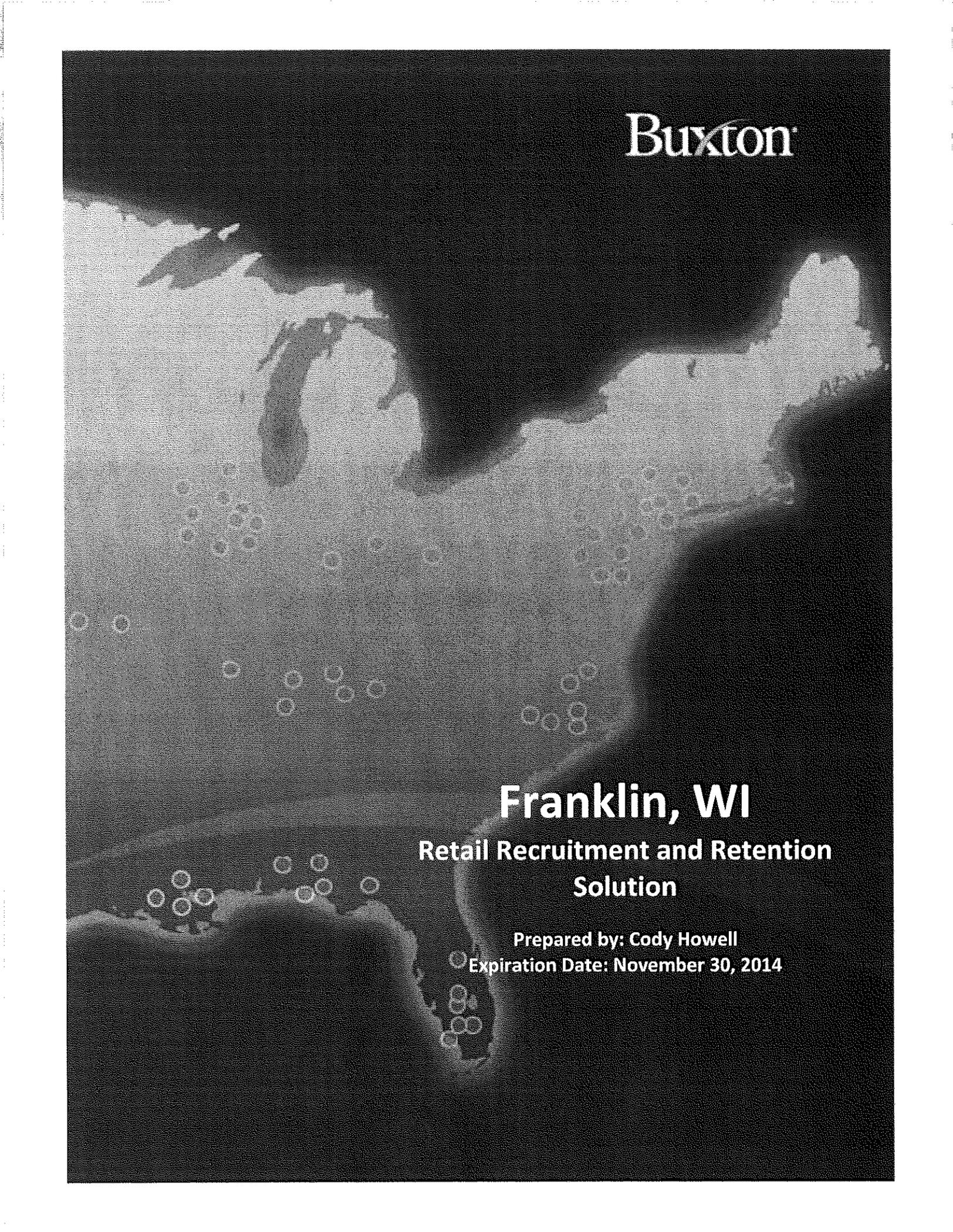
APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Buxton

Franklin, WI

Retail Recruitment and Retention Solution

Prepared by: Cody Howell

Expiration Date: November 30, 2014



BUXTON IS YOUR
**COMPETITIVE
ADVANTAGE**

OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets and soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection and recruitment. And our clients benefit from our unique understanding of retail site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizen's desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services.
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
 - 3000+ retail, restaurant, and healthcare clients
 - 650+ public sector clients nationwide
 - 35+ million square feet of retail space
 - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT, with the touch of a button from any mobile device. Get the insights and answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand.
- **Develop a Long-Term Partnership.** You will receive personal guidance and ongoing insight into key industry topics.

SECTION 1: SCOPE OF SERVICES

Buxton is pleased to present this proposal to Franklin, WI. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

Franklin, WI's Objectives

1. Recruit new retailers and restaurants
2. Retain existing retailers and restaurant
3. Understand current retail and restaurant economic condition

Retail Recruitment and Retention Solution: Your Community Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to Franklin, WI utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions providing you with instant credibility and the ability to differentiate your community.

Step 1 - Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compare your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of individual retail client's actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

Step 3 – Profile Your Trade Area's Residential Customers

Your community profile will analyze all the households in your drive-time trade area. Based on more than 7,500 categories of lifestyles, purchase behaviors and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your site.

Step 4 – We Match Retailers and Restaurants to Market Potential

Buxton will match the consumer profile of your community's trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites and that your site affords adequate buffer from competition and cannibalization to be realistically considered.

Step 5 – We Create Marketing Packages

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers and will notify each retailer's key real estate decision maker, by letter that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city. While Buxton has developed a best-in-class reputation in the retail industry, we are unbiased in our approach to recruit the best retailers to your city. Buxton will assist in identifying your best contact for each retailer and a designated account manager will be assigned to you to answer any questions you may have during the retail recruitment process.

Your marketing packages will be delivered to you in SCOUT and include:

1. Map of the retail site and trade area
2. Map of retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics and consumer profile with the retailer's sites in similar trade areas

Solution Deliverables:

- SCOUT Touch Access
- Drive Time Trade Area Maps
- Retail Site Assessment
- Retail Match List (specific retailers that match your trade area's consumer profile)
- Retailer Specific Marketing Packages (for up to twenty (20) retailers)
- Mobile tablet device at completion pre-loaded with all findings

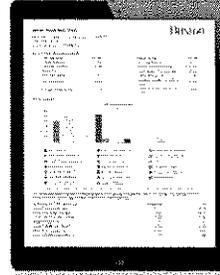
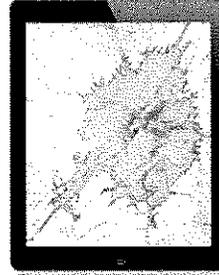
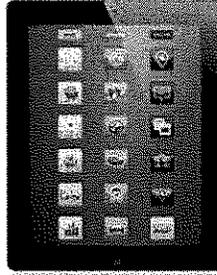
Multi Year Deliverables: Year 2 & 3 of this agreement will include a Retail Recruitment model refresh, retail marketing packages, and full SCOUT and SCOUT Touch.

Access and Use Your Retail Recruitment Solution via SCOUT

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution includes one (1) mobile tablet device which will be provided at completion and will be pre-loaded with all key findings. This mobile tablet device, possession of Franklin, WI, is enabled with four (4) SCOUT Users with the ability to *run demographic and trade area profile reports*, and view maps, and other data elements.

Identifying and quantifying the key variables which impact your community, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Identify Retail Matches
- Run Variable Reports
- View City Limit Maps
- Run Healthcare Reports
- Run Demographic & Consumer Propensity Reports
- See Aerial View
- View Physician Intelligence
- Run Comparable Reports
- Run Retail Leakage/Surplus Reports



ANSWERS AT YOUR FINGERTIPS. ANYTIME. ANYWHERE.

Next Page: Fees and Timing

SECTION 2: FEES & TIMING

ANNUAL FEE	SOLUTION TIMELINE
<p style="text-align: center;">\$50,000 (three (3) year term)</p>	<ul style="list-style-type: none"> Your SCOUT access will be enabled within ten (10) business days of the execution of this agreement Franklin, WI will have access to retail match lists and marketing packages within sixty (60) business days of execution.

Franklin, WI will be invoiced as follows:

- \$50,000 Year 1 Fee (50% invoiced upon execution of this agreement: 50% invoiced upon solution delivery)
- \$50,000 Year 2 Fee (Invoiced 1st Anniversary of this agreement)
- \$50,000 Year 3 Fee (Invoiced 2nd Anniversary of this agreement)

Buxton may include Franklin, WI on its client list in presentations and public relations efforts. When doing so, Buxton will not reveal information that is confidential and proprietary to Franklin, WI.

The initial term of this agreement is for three (3) years with services invoiced annually. However, at any time during this initial 3-year term, Franklin, WI may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. If Franklin, WI cancels services prior to the expiration of the initial term, no additional fees will be due or payable. All service fees associated with this agreement are due in net (10) days of the date of the invoice.

Buxton

Signature

Printed Name

Title

Date

Franklin, WI

Signature

Printed Name

Title

Date

Please provide us with a primary point of contact for invoice receipt.

Name _____

Phone _____

Email _____

Preferred Method of Receipt (Email or U.S. Mail)



BUXTON IS YOUR **COMPETITIVE ADVANTAGE**

Our Retail Recruitment solution is a total marketing strategy that enables community leaders to immediately implement a retail development program. It provides the same analytical information retailers depend on today to make site selection decisions so that you will have a compelling case as to why your city/community/site can support new store and restaurant locations and expansions. Additionally, Retail Recruitment identifies specific retailers who seek a market with household purchasing habits just like yours, and we provide custom marketing packages targeted to that specific retailer.

Retail Recruitment goes beyond a plan. It allows you to be proactive and take the initiative rather than waiting and hoping something happens.

Deliverables

- Drive Time Trade Area Map
- Retail Site Assessment (retail potential of up to three selected sites)
- Retail Match List (specific retailers that match the households in the trade area)
- Retailer Specific Marketing Packages (for up to twenty (20) retailers)
- SCOUT® online access to deliverables

Benefits

- Maximize revenue growth to fund city services.
- Retain dollars that are being spent outside the community.
- Create new, permanent jobs.
- Satisfy citizens' desire to shop at home.
- Partner with the leader in site selection analysis to the retail industry.
- Establish credibility with decision makers by providing factual evidence to support your location.
- Use competitive analysis to close the deal.
- A dynamic, consumer-oriented retail sector is a component of a healthy economy.

Buxton's Retail Recruitment

Since our founding in 1994, Buxton has been a leading force in retail location and development. We are recognized for creating solutions that provide results.

Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets. Buxton leaders soon realized that the company's expertise in retail location and market analysis could also be leveraged to benefit communities desiring retail expansion. Please note that in this proposal the term "retail" and "retailer" is inclusive of restaurants.

Retail Recruitment Retail Matching

Designed specifically for use in community economic development programs, Buxton's *Retail Recruitment Retail Matching* process has assisted more than 650 public sector clients nationwide, resulting in the development of more than 35 million square feet of retail space. We integrate our impressive technical capabilities with more than 500 cumulative years of retail management and local economic development experience to help municipalities achieve their retail goals.

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique location requirements of retailers, developers and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection and recruitment. And our clients benefit from our unique understanding of retail site selection from the retailer's point of view. The combination of technical expertise and professional guidance gives municipalities the capacity to immediately implement an effective retail development program.

Benefits of Partnering with Buxton

With Buxton's Retail Recruitment Solution you have immediate access to:

- **Retail Industry Expertise.** Gain a competitive position by working with professionals who have years of retail management experience plus current insights into your community and site selection processes and trends.
- **Community Development Best Practices.** Expand and sharpen your business development focus by incorporating best practices discovered by Buxton through daily work with local governments across the nation.
- **Proprietary Systems.** Gather useful information by having Buxton's technology specialists analyze your trade area accessing data stored on Buxton's in-house databases.
- **Personalized Content.** Advance your business recruitment program by receiving personal guidance from our staff and ongoing insight into key industry topics via our monthly e-newsletter, webcasts and other interactive tools.
- **Long-Term Partnership.** As a Buxton client you may utilize our booth space as a central meeting location and display marketing collateral specific to your City. Additionally, a Buxton representative will be available for on-going calls and emails related to your needs.

Procedures

Once you have engaged Buxton to work with you, a project team will be assigned to guide you through the entire process—from initial data collection to final presentation of the results. This team consists of:

- Account manager, who will serve as your primary source of communication during the project
- Geographic Information System specialist, who will analyze your trade areas and create customized maps and reports
- Professionals with backgrounds as retail executives and economic development practitioners, who will address your unique challenges and help maximize your opportunities

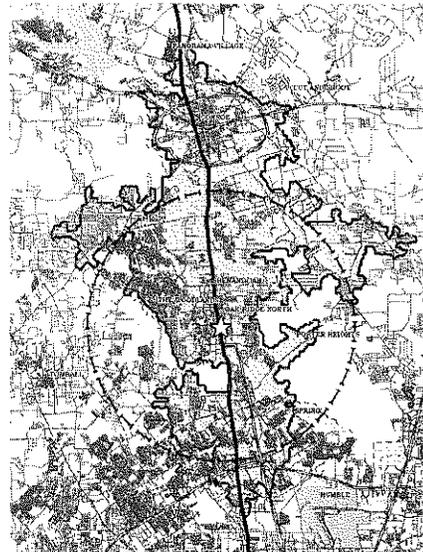
Data Collection

Buxton uses over 250 consumer and business databases that are updated throughout the year, and in some cases, every month. Although it is possible to obtain these databases for less expense on a community or regional basis, Buxton buys and is licensed to use the complete U.S. datasets. With this information Buxton can compare your potential location to the universe of all competing locations operating in the U.S.

Researching and Verifying Your Retail Trade Area

The location decision process for all retailers begins with the collection, analysis and evaluation of numerous location variables such as demand density, customer buying habits, economic trends, competition, traffic volumes, and available sites to name a few.

The process will start with the in-depth collection of data using the same location variables that we use for our retail clients to qualify sites for the location of their retail stores and restaurants. One goal is to define current retail situations in the trade area and in any neighboring communities that impact on the retail environment. The other goal is to understand the community's expectations and desires. This analysis includes personal visits to the community, collection of data components necessary to conduct the analysis and identification of market influencers.



Drive-Time Trade Area Definition

Customers today shop by convenience, measuring distance based on time, not mileage. Retail Matching will employ a custom drive-time analysis to determine your trade area. This custom analysis is developed using an in-house database supported by our knowledge of individual retail client's actual trade areas.

The resulting drive-time trade area map will be a polygon that more accurately depicts consumer shopping patterns than radial rings or hand drawn catchment areas.

To assure the accuracy of the drive-time trade area, the draft maps are reviewed with community leaders and verified before proceeding with the next step.

Evaluating Your Retail Potential

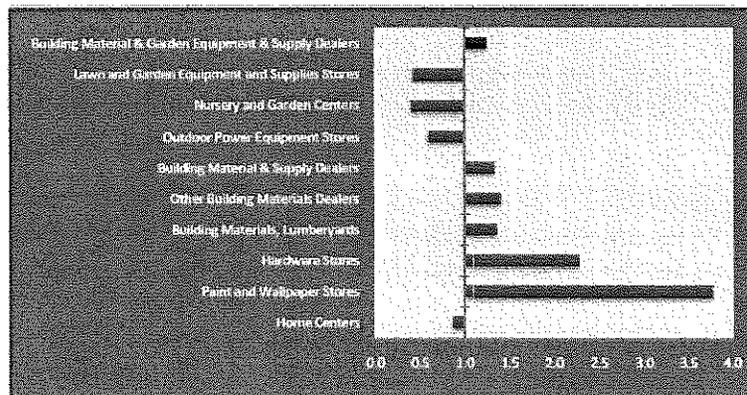
The purpose of the evaluation phase is to understand what makes your trade area market distinctive and valuable from a retailer's viewpoint and scrutiny.

Our evaluations capitalize on Buxton's working knowledge of the retail marketplace and the evolving location requirements and expectations of today's retailers. Combining this knowledge with our economic development competencies allows us to evaluate and recommend proven community practices. Our evaluations do not rely on dated government research or national/state statistics, all of which fail to reflect local realities. Rather, we implement our real-world experience gained from working with local governments that have opened more than 35 million square feet of new or expanded retail space. We know how to help you sharpen your retail marketing strategy, aggressively market the City and improve your market performance.

Retail Leakage/Supply Analysis

The Retail Leakage/Supply Analysis provides an estimate of retail dollars flowing in or out of the trade area. The two main components of this analysis are: 1) current sales (supply) by retail store type, in dollar amounts, and 2) estimated sales potential (demand) for retail store type, in dollar amounts.

We first calculate a sales gap index that illustrates your ability to capture your residents' expenditures.



The sales gap index provides a relative comparison of leakage/surplus and an estimate of the dollars that are being spent outside the trade area (leakage) and the amount of dollars coming in from outside the trade area (surplus).

Local Business Retention and Expansion

The Consumer Propensity Report (CPR) shows the lifestyle, product, and psychographic likelihood indices for the consumers within the trade area being analyzed. Major retail, restaurant, grocery, and consumer packaged goods firms use this very same information to drive marketing and merchandising decisions.

Information is provided for thirty-two (32) major categories with more than 4,800 total line items. Please note that line items are based upon national-level purchasing and lifestyle characteristics. These line items are then correlated to the underlying household characteristics of the consumers within the trade area being analyzed. Some line items may not be necessarily relevant or available in your market

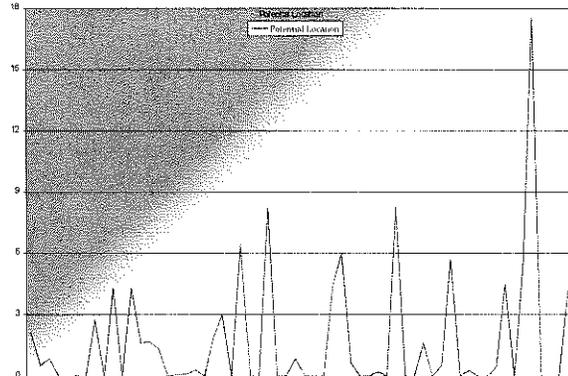
or region. The score in these situations serves to indicate the degree to which the consumers would participate in or purchase that item if it were relevant and available. Often this is taken as an opportunity for expansion of a similar brand or concept within the category.

The CPR is designed to assist the City in developing local business retention and expansion strategies. The City will be armed with fact-based data to assist independent retailers to make merchandising and marketing decisions.

Customer Profiling

The Retail Matching process will identify and analyze all the households in your drive-time trade area. Based on more than 75,000 categories of lifestyles, purchase behaviors and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your community. Our in-house databases include both traditional demographic data and the most current psychographic lifestyle information for over 120 million households in the U.S. (as well as up to seven individuals living in each of these households).

Each household in a trade area falls into one of 60 market segments reflecting the buying habits of customers in the household. The blue line in the adjacent figure graphically profiles the households in a city's trade area.



Retail Site Assessment

Buxton will analyze three (3) distinct retail location/geographic areas, selected by the City. Based on our collective experience in retail locations, the following factors are considered:

- Psychographic analysis of households in trade area
- Demand for retail goods and services
- Growth plans and relevant development
- Retail goals of the community

Buxton will develop a demand density profile of the trade area. Demand density measures the bottom-line value of the customers in the trade area—who they are, how many there are and what they buy. One of the significant advantages of Buxton is our ability to take the demand density data and creatively translate it into a proactive market strategy tailored to take advantage of your City's strengths and to achieve its retail goals.

Matching Retailers and Restaurants to Market Potential

Based on the Retail Site Assessment, you will select one (1) location for retail matching analysis. Once the site for retail matching has been selected and the consumer profiles in the trade area have been determined, Buxton will match these profiles against the customer profiles of 5,000+ retailers in our proprietary database.

In the adjacent figure, the blue line indicates the customer profile of households in a community's trade area. The red bar represents a specific retailer's customer profile. A similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm concludes that this site is an opportunity for a specific retailer to open a successful store.

These matches result in a list of possible retailers. To develop the preliminary retail match list, Buxton analyzes a number of factors about each possible retailer to qualify it. This analysis is designed to eliminate those retailers that for any reason would not be a candidate. Considered in this analysis are such factors as, verification that a retailer is currently operating or expanding into your market, location of operations in similar cities, and competition and cannibalization from nearby locations.

Once this analysis is complete, the preliminary list of retailers will be discussed and reviewed.

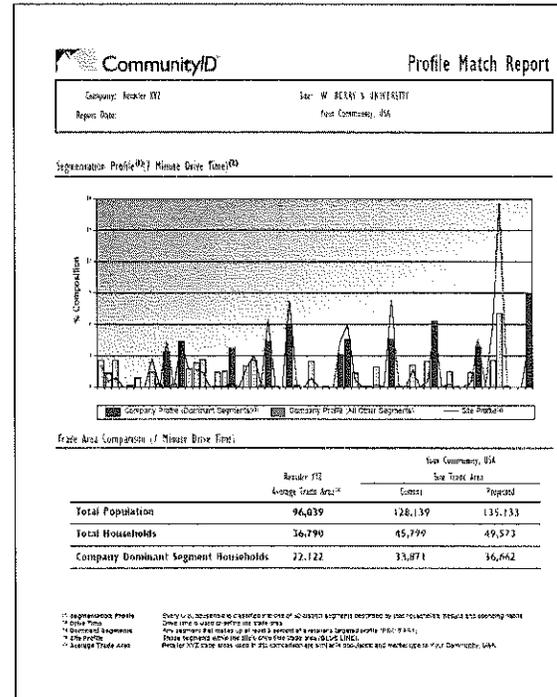
Delivering Marketing Packages

Buxton will assemble an individualized marketing (pursuit) package for up to twenty (20) targeted retailers. Each marketing package will be delivered electronically to facilitate convenient delivery of these packages to targeted retailers, developers and brokers. At the client's request, Buxton can provide a hard copy of each of these twenty (20) packages.

Each marketing package contains:

1. Map of the retail site and trade area
2. Map of retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics with the retailer's locations in similar trade areas
4. Demographic and psychographic profiles of the households in the trade area

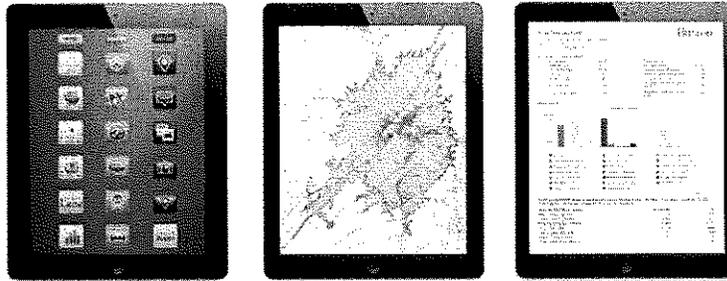
Buxton targets not only specific companies, but also the individual in the company who has the responsibility for location decisions. To provide the best possible reception when the targeted retailer is contacted, Buxton notifies each company that you have been qualified by Buxton as a potential viable location for a store, restaurant or development and should expect to be contacted by a representative of the city.



SCOUT Touch

Delivery and Interaction Platform

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution includes one (1) iPad which will be provided at completion and will be pre-loaded with all key findings. This iPad is your property and is enabled with four (4) SCOUT Users with the ability to **run demographic and trade area profile reports**, and view maps, and other data elements.



ANSWERS AT YOUR FINGERTIPS. ANYTIME. ANYWHERE.

Identifying and quantifying the key variables which impact your community, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Identify Retail Matches
- Run Variable Reports
- View City Limit Maps
- Run Healthcare Reports
- Run Demographic & Consumer Propensity Reports
- See Aerial View
- View Physician Intelligence
- Run Comparable Reports
- Run Retail Leakage/Surplus Reports

Project Requirements

To effectively initiate this project, we request that you provide the following:

1. Project Liaison

You will designate a project manager who will serve as Buxton's primary contact during the project.

2. Community Information and Reports

- Logo (vector file – request from your ad agency and/or printer)
- Addresses and descriptive information for up to three sites that will be evaluated
- List of planned retail, commercial or mixed use (either proposed or in development) in the community
- List of major, national or regional retailers that have closed, left or moved from the community

3. Project Launch

A conference call with you representatives and the Buxton Project Team will officially launch the project. The project launch will occur when:

1. An agreement is executed
2. The initial payment is received, and
3. The Community Information and Reports are received

BUXTON'S EXTENSIVE EXPERIENCE MODELING, AS WELL AS OUR UNPARALLELED DATA AND TECHNOLOGY, MAKE US THE MOST QUALIFIED COMPANY TODAY TO EFFECTIVELY SOLVE YOUR RETAIL RECRUITMENT CHALLENGES.



**Cody Howell, Vice President &
General Manager
CommunityID
chowell@buxtonco.com**

Find out more about Buxton's solutions.
WWW.BUXTONCO.COM

Buxton

“What are the key differentiators that sets Buxton apart?”

When it comes to true retail recruitment/business retention efforts Buxton is the only firm that truly is a market research firm focused on proactive retail recruitment. There are other firms that falsely disguise themselves as retail recruitment. What I mean by this is, if you do your research, you will find that they are new to the market place and at their root are a joint venture with a commercial real estate brokerage firm.

I have recapped below, the main differentiators as to what is unique about Buxton’s approach to retail recruitment. As you will see below, there really is not a comparison to be made in approach and credentials.

- True Proactive Retail Recruitment – Buxton is not a broker, which takes the approach of listing available retail square footage on online cataloging sites and calling retail contacts. Our approach is from a market research standpoint; to identify what specific retailers should be looking at Franklin but currently are not. The goal is not to complete transactions on property for retailers that are already looking – this is not being proactive. Retailers that are already looking, are already coming to you. Our goal is to find the others that should be looking at Franklin but currently are not.

- Proven track record – We are not a startup or joint venture effort. Buxton is a 20-year strong firm with proven success in both the private and public sectors. We have worked with over 3,000 retailers and more than 670 communities. Our work in the retail sector is working at the C-level with major retailers for market research as it relates to site selection. This is key and unique because all other firms claim to have experience in the retail sector – the difference is their experience is simply with completing a real estate transaction and not actual site selection or market research. *Completely different backgrounds.*

- Data – Buxton is the largest aggregator of consumer behavior data. This is why retailers lean on Buxton for market selection decisions. We possess and purchase more than 250 unique datasets – we even have an exclusive partnership with the largest major credit processor in the marketplace, which gives us access to transaction level data. All other firms simply purchase one off demographic reports from other providers (such as ESRI) – they do not possess any data and in no shape are a market research / data company. Others will claim that they have access to all of the same data as Buxton. This is simply a false claim. They will downplay the importance of the granularity of data and just focus on the “do it all for” approach (broker approach).

- True Third Party Unbiased Market Validation – Again, Buxton is not a real estate broker. We believe that a community should develop the strong public/private partnerships by leveraging your local broker network and not farm out the brokering to a third party firm. Our approach arms you with the market validation to in turn arm your brokers/developers with to truly be proactive with recruitment.

- No back end fees – You will notice that other perceived recruitment firms structure multi-year partnerships as well, with most being a lower cost in years 2/3 (most around 50% less than the initial year). The reason for this is because again they are real estate brokers so in years 2/3 is when they expect to begin seeing the backend brokerage fees that they will make from the real estate transaction. Their annual fee is more of a retainer fee for them to represent you as a commercial real estate broker – this is not standard practice in the brokerage world. Commercial real estate brokers make their revenue from commissions on the transaction and not by charging an annual retainer. All of the front end marketing work brokers do are just part of them representing the client. However, in the case of the firms that are perceived competitors to Buxton, they are charging their clients an annual fee to essentially just be your broker and to provide you some demographic reporting that they purchase from a 3rd party. I have also seen other firms pass along travel cost to the community. They claim to be willing to travel to your community any time, but read the fine print because all travel cost are to be paid for by the community. Buxton is willing to travel to see our

clients at any time they request and we do so at our expense. We have already done this and continue to be willing to meet directly with you.

· Technology – Buxton has proprietary online platforms (SCOUT & SCOUT Touch) which gives you full access to our databases and other mapping abilities. You will have unlimited access to data reporting as you need to it, access is 24/7 and there are no back end fees. This is the exact same platform that more than 3,000 retailers use for their research purposes (which builds credibility for your community). Other perceived recruitment firms simply purchase access to a third party mapping software from which they pull reports (ESRI) and provide to you. They are not using these reports to match you to retailers or to complete any form of analysis (they simply do not have the ability, software or market research knowledge) as they are not market research firms – they are brokers. I do believe that if you request additional reporting from them that there is a per report cost (but I could be incorrect).

· Conflict of interest –This presents a huge conflict of interest. Other firms claim to “do it all for you” – however, how can they “do it all for you” without there being a conflict of interest? How do they choose if they recommend Franklin over a neighboring community to a retailer? It doesn’t really matter to them where the retailer chooses because they will make the broker fees off of either transaction. The claim to “do it all for you” can be falsely appealing but stop and think about if that is really even possible. I can tell you that we have 130 employees (more than 10 times the size of any other firm) and it would not be feasible to “do it all” for all clients.

I hope this helps in clarifying how Buxton stands out and provides you the support your community needs for business recruitment and retention. If anything else is needed please let me know.

Cody Howell

Buxton Vice President & General Manager CID

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Follow us @Buxtonco

<http://buxtonco.com/industry-solutions/public-sector/>

In today's competitive environment, retailers and restaurants are weighing their decision of where and how to expand more carefully than ever before. That means local governments and economic development organizations have to make a stronger case in order to recruit new businesses, and enhance their ability to retain and support existing ones. Buxton gives you the answers you need to do both.

With Buxton, the retail industry's top analytic teams will be working to unearth your community's opportunities and bring you answers that have been proven to:

Increase tax revenues by reducing retail leakage and identifying sustainable retail candidates to attract to your community.

Improve quality of life by attracting the type of retailers your citizens want most, and creating a more attractive environment for growth.

Support local businesses by increasing their competitiveness, giving them access to information that reveals opportunities for growth and expansion based on consumer preferences.

In the process, you'll be doing your part to create jobs, improve your community's economic footing, and increase funds for city services.

At Buxton, we made a name for ourselves by showing restaurants, retailers and other businesses how to analyze the best possible sites for their future locations. We've taken that retail expertise and created the most successful tool available for helping local governments and economic development organizations find, attract, and support the best possible retail matches for their communities. If you're interested in forming a more persuasive case for attracting new business, [contact Buxton today](#).

City of Franklin Economic Development Commission

SPECIAL MEETING MINUTES

Thursday, August 21, 2014

I. Call to Order, Roll Call and Pledge of Allegiance

The August 21, 2014 special meeting of the Franklin Economic Development Commission was called to order by Chairman Haskins at 6:00 pm. Members present were Chairman Haskins, Ald. Wilhelm, and Commissioners Kent and Kaniewski. Commissioner Soto was absent. Also present was Assistant City Attorney Sajdak.

II. Citizen Comment Period

Chairman Haskins opened the floor to citizen comment. There being no citizens expressing a desire to speak, the citizen comment period was closed.

III. Approval of Meeting Minutes

A. July 28, 2014

Motion made (Kaniewski) and seconded (Haskins) to approve all of the minutes presented with corrections. Motion carried: 4 ayes, 0 Noes.

IV. Announcements (No action to be taken)

None.

V. Business

A. Review and discuss quorum, attendance and closed session policies

Chairman Haskins reviewed policies based upon new members being present. Commissioners discussed possibly changing meeting date. No action taken.

B. Discussion and possible action points based upon 8/5 Committee of the Whole meeting

*D. Retail Leakage Reports from Buxton and Milwaukee County

* Commission considered items B and D together.

Ald. Wilhelm presented background information on the leakage report. Discussion followed concerning findings from the Wisconsin Economic Development Corporation and availability of WEDC programs. Chairman Haskins directed Ald. Wilhelm to contact WEDC to get them to come to an EDC meeting to review their findings and discuss available programs. Motion made (Kaniewski) and seconded (Kent) to pass on to Common Council support of the Council's further research and investigation of the issues raised by the Buxton report. Motion carried: 4 Ayes, 0 Noes.

- C. Update from Planning Department Related to the Request for Maps Showing the Present Location of Various Business Types Within the City

Chairman Haskins indicated that the Planning Department was still working on the request. Ald. Wilhelm left at 7:00. Discussion followed concerning mapping issues and the relationship with existing zoning. Discussion will continue at next meeting upon completion of the map project. In the mean time, Chairman Haskins suggested that members visit areas of the City for possible discussion at that time.

- VI. Next Meeting Date – September 22, 2014

Next Meeting was announced to be September 22, 2014.

- VII. Adjournment

Motion made (Kent) and seconded (Kaniewski) to adjourn the August 21, 2014 Economic Development Commission meeting. Motion carried: 3 ayes, 0 Noes

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/03/2014
Reports and Recommendations	Recommendation to amend municipal ordinance to add a fine (\$50.00) for noncompliance of a written order by the registered sanitarian	ITEM NUMBER <i>G.2.</i>

Background: Current municipal code Chapter 138 provides measured actions and penalties including reinspection fees, license suspension, license revocation, license non-renewal, and citation authority for failure to comply with written orders by the Health Officer or its designee. The Health Officer seeks an additional enforcement action of a fine (\$50.00) for non-compliance of a written order by the registered sanitarian. The fine is an intermediate enforcement step and would be utilized in addition to the current authority for issuance of a citation. The recommended change would amend Chapter 138-27. Violations and penalties B. Enforcement procedure. (3) Noncompliance with order and read as follows: "(a) The issuance of a citation or fine." [*Italics are proposed amendment.*]

Analysis: Licensed businesses are required to comply with all code requirements for the respective permits. When code violations are discovered corrective action is taken. Priority items are corrected immediately or within a specific time period. A re-inspection fee is assessed when multiple repeat inspections occur for one specific violation. The purpose of the proposed ordinance amendment provides the registered sanitarian with the option of assessing a fine (\$50.00) for violations that are recurrent, chronic, or uncorrected. The fine is less costly than a re-inspection fee. The proposed fine would not require the re-inspection standard of 3 inspections by the sanitarian. The issuance of a fine would not replace the current enforcement steps including action by the License Committee. The proposed fine would be issued for less critical violations which are also referred to as 'Good Retail Practices' on the inspection report or written code violations enumerated in the respective license inspection forms.

Options: (1) Amend municipal ordinance to include the issuance of a fine (\$50.00); (2) reject proposed ordinance amendment; (3) seek additional code enforcement strategies.

Recommendation: On September 9, 2014 the Board of Health reviewed the proposed fine amendment in Chapter 138. The vote was 4-2 in favor of recommending adoption of the proposed change to the Common Council: Yes – Barnekow, Bolton, Fuller, and Nissen; No – Fedran and Evans; Abstain – Wengelewski.

COUNCIL ACTION REQUESTED

Authorization to amend municipal code Chapter 138-27 and include "a fine" as an option for non-compliance with a written order by the registered sanitarian. Said authorization may further require an amendment to Chapter 169 Licenses and Permits.



RESTAURANT / RETAIL FOOD SERVICE INSPECTION REPORT

Business Name		Business Address		County	Establishment Number
Name of Legal Licensee		Mailing Address of Legal Licensee		Telephone Number ()	
Current Date	Number of Violations	Temperatures	Type of Establishment <input type="checkbox"/> Restaurant <input type="checkbox"/> Retail		Is Establishment Smoke Free Y/N
INSPECTION TYPE (check one) <input type="checkbox"/> Pre-inspection <input type="checkbox"/> Routine <input type="checkbox"/> Reinspection <input type="checkbox"/> Complaint <input type="checkbox"/> Downtime <input type="checkbox"/> Visit/No Action <input type="checkbox"/> Onsite Visit <input type="checkbox"/> Other			ACTION TAKEN (check one) <input type="checkbox"/> Operational <input type="checkbox"/> Conditional <input type="checkbox"/> Withhold <input type="checkbox"/> License Suspended <input type="checkbox"/> Revoke <input type="checkbox"/> Other		
Reinspection Fee Charged <input type="checkbox"/> Yes <input type="checkbox"/> No		Is operator certified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Name of Certified Food Manager	

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Circle designed compliance status (IN, OUT, N/O, N/A) for each numbered item
 IN=in compliance OUT=not in compliance N/O=not observed N/A=not applicable
 Mark "X" in appropriate box for COS and/or R
 COS=corrected on site during inspection R=repeat violation

Compliance Status		COS	R
Demonstration of Knowledge			
1	IN OUT NA		
A			
1	IN OUT		
B			
Employee Health			
2	IN OUT		
3	IN OUT		
Good Hygienic Practices			
4	IN OUT N/O		
5	IN OUT N/O		
Preventing Contamination by Hands			
6	IN OUT N/O		
7	IN OUT N/O N/A		
8	IN OUT		
Approved Source			
9	IN OUT		
10	IN OUT N/O N/A		
11	IN OUT		
12	IN OUT N/O N/A		
Protection from Contamination			
13	IN OUT N/A		
14	IN OUT N/A		
15	IN OUT		

Compliance Status		COS	R
Potentially Hazardous Food Time/Temperature			
16	IN OUT N/O N/A		
17	IN OUT N/O N/A		
18	IN OUT N/O N/A		
19	IN OUT N/O N/A		
20	IN OUT N/O N/A		
21	IN OUT N/O N/A		
22	IN OUT N/O N/A		
Consumer Advisory			
23	IN OUT N/A		
Highly Susceptible Populations			
24	IN OUT N/A		
Chemical			
25	IN OUT N/A		
26	IN OUT		
Conformance with Approved Procedures			
27	IN OUT N/A		
<p>Risk factors are improper practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public health interventions are control measures to prevent foodborne illness of injury.</p>			

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into food
 Mark "X" in box if item is not in compliance Mark "X" in appropriate box for COS and/or R COS=corrected onsite during inspection R=repeat violation

Safe Food and Water		COS	R
28	Pasteurized eggs used where required		
29	Water and ice from approved source		
30	Variance obtained for specialized processing methods		
Food Temperature Control			
31	Proper cooling methods used; adequate equipment for temperature control		
32	Plant food properly cooked for hot holding		
33	Approved thawing methods used		
34	Thermometers provided and accurate		
Food Protection			
35	Food properly labeled; original container		
36	Pests and animals not present; no unauthorized persons		
37	Contamination prevented during food preparation storage and display		
38	Personal Cleanliness		
39	Wiping cloths: properly used and stored		
40	Washing fruits and vegetables		

Proper Use of Utensils		COS	R
41	In-use utensils: properly stored		
42	Utensils equipment and linens: properly stored dried and handled		
43	Single-use and single-service articles: properly stored and used		
44	Gloves properly used		
Utensils and Equipment			
45	Food and nonfood contact surfaces: cleanable properly designed, constructed and used		
46	Warewash facilities: installed, maintained, and used		
47	Non-food contact surfaces clean		
Physical Facilities			
48	Hot and cold water available; adequate pressure		
49	Plumbing installed; proper backflow devices		
50	Sewage and waste water properly disposed		
51	Toilet Facilities: properly constructed, supplied, and clean		
52	Garbage and refuse properly disposed; facilities maintained		
53	Physical facilities installed, maintained, and clean		
54	Adequate ventilation and lighting; designated and used		

I understand and agree to comply with the corrections ordered on this report. I understand that failure to comply could result in legal action or loss of license.

SIGNATURE - Person in Charge	Date Signed
SIGNATURE - Inspector	<input type="checkbox"/> Check if Continued On Next Page

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/3/2014
Reports and Recommendations	Recommended Changes in Franklin Chapter 169 for Health Department license categories and fees	ITEM NUMBER <i>G.3.</i>

Background: In 2009 the Common Council authorized that the health department become an inspection agent for the WI Department of Health (DHS) & WI Department of Agriculture, Trade, and Consumer Protection (DATCP). Five years ago the health department established license categories and fees. In addition, license permit and application forms were developed. Over the years, several omissions were discovered. In addition, the DATCP retail food establishment license categories and terminology were recently updated. Consequently, the health department must update its license application form.

Municipal Code 138-28 Fees specifies the fees for licensure and for services and activities performed by the Health Department in carrying out its responsibilities under this code shall be determined by ordinance of the Common Council, as may be modified from time to time as it so shall determine, and shall be set forth in Chapter 169 of this code.

Analysis: On September 9, 2014 the Board of Health reviewed the proposed changes to Franklin Chapter 169, Licenses and Permits for Chapter 138 Health Department. The proposed changes correct identified omissions and allows the health department to update its application forms. No fees are increased. The Board of Health voted unanimously to recommend approval of these changes by the Common Council.

Options: (1) Accept proposed changes to Chapter 169; (2) Reject proposed changes.

Recommendation: The Board of Health and Director of Health & Human Services recommend adopting the proposed corrections and changes to Chapter 169 as presented in the council action attachment.

Fiscal Note: No license permit fee has been changed in the recommendations. The authorization to make the recommended changes will allow the health department to update its application forms which is part of its operating budget.

COUNCIL ACTION REQUESTED

Authorization to modify and to amend the municipal code Chapter 169, Licenses and Permits for Chapter 138 Health Department as set forth by the Director of Health & Human Services and attached to this Common Council Action item.

38 Health Department

[Amended 12/1/1998 by Ord No. 98-1521; 12/15/98 by Ord No 98-1526; 2/3/09 by Ord No. 2009-166; 4/7/09 by Ord No. 2009-1969

Retail Food Establishment License Fees

Food sales greater than \$1 million and process potentially hazardous foods (TCS foods)	\$1,270.00
Food sales at least \$25,000 and less than \$1 million and process potentially hazardous foods (TCS foods)	\$ 522.00
Food sales of at least \$25,000 and processes non-potentially hazardous foods (non-TCS foods)	\$346.00
Food sales less than \$25,000 and processes food - potentially hazardous (TCS) or non-potentially hazardous food (non-TCS)	\$157.00
Not engaged in food processing	\$ 130.00

Retail Food Establishment Pre-inspection Fees

Food sales greater than \$1 million and process potentially hazardous foods (TCS foods)	\$445.00
Food sales at least \$25,000 and less than \$1 million and process potentially hazardous foods (TCS foods)	\$210.00
Food sales of at least \$25,000 and process non-potentially hazardous foods (non-TCS foods)	\$ 145.00
Food sales less than \$25,000 and process food-potentially hazardous (TCS) or non-potentially hazardous food (non-TCS)	\$115.00
Not engaged in food processing	\$ 75.00

Retail Food Establishment Reinspection Fee \$75.00

Restaurant License-Fees

Prepackaged	\$ 203.00
Simple full service	\$ 313.00
Moderate full service	\$ 424.00
Complex full service	\$ 566.00
Additional prep area	\$ 120.00

Restaurant Pre-inspection Fees

Prepackaged	\$ 115.00
Simple full service	\$ 150.00
Moderate full service	\$ 250.00
Complex full service	\$ 350.00

Restaurant Reinspection Fees

Prepackaged	\$	125.00
Simple full service	\$	150.00
Moderate full service	\$	200.00
Complex full service	\$	250.00

Restaurant and Retail Miscellaneous License or Service Fees

Operating without a license	\$	749.00
Operating without a certified food manager	\$	150.00
Late License application	\$	85.00
Duplicate License	\$	15.00
Mobile Food Establishment Inspection Fee (State Licensed)	\$	100.00
Temporary restaurant fee, fewer than 5 days per license year	\$	150.00
Temporary restaurant fee, 5 or fewer than 12 days per license year	\$	200.00
Temporary Retail Food License	\$	130.00
Special condition inspections	\$	175.00

School Kitchen/Department of Public Instruction License Fees

Production kitchen site	\$	579.00
Satellite kitchen site	\$	243.00
School pre-inspection	\$	250.00
School reinspection	\$	200.00
School late license application	\$	85.00
School duplicate license	\$	15.00

Swimming Pool Licenses Fees

Swimming pool license	\$	317.00
Swimming pool pre-inspection	\$	150.00
Swimming pool reinspection	\$	75.00
Swimming pool late application	\$	85.00
Swimming pool duplicate license	\$	15.00
Whirlpool license	\$	317.00
Operating without a license	\$	749.00

Hotel/Motel Licenses Fees

Hotel/Motel base license (5 to 30 rooms)	\$	270.00
Hotel/Motel base license (31 to 99 rooms)	\$	388.00
Hotel/Motel base license (more than 100 rooms)	\$	525.00
Hotel/Motel pre-inspection	\$	380.00
Hotel/Motel reinspection	\$	230.00
Hotel/Motel late application	\$	85.00
Hotel/Motel duplicate permit	\$	15.00

Operating without a license

\$ 749.00



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APPROVAL <i>Stw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE November 3, 2014
Reports and Recommendations	Agent City Agreements with WI Departments of Health and Agriculture, Trade, and Consumer Protection—Renew 5-Year Contracts	ITEM NUMBER <i>G.4.</i>

Background: In 2009 the Common Council authorized that the health department contract as an inspection agent for the WI Department of Health (DHS) & WI Department of Agriculture, Trade, and Consumer Protection (DATCP). Our initial contract period was 2009-2014. The state departments are seeking contract renewals for another 5-year period, 2014-2019.

Analysis: The Board of Health reviewed the DHS Agent Agreement, which includes a Memorandum of Understanding for school kitchen inspection with the WI Department of Public Instruction, and DATCP Terms of Agreement. The renewal contracts are well within the capacity of the health department to fulfill. On October 10, 2014 the Board voted unanimously to recommend approval of said contracts by Common Council.

Options: (1) Accept or (2) reject 5-year contract renewals for the health department inspection agent program.

Recommendation: The Board of Health and Director of Health & Human Services recommend contract renewals with DHS and DATCP.

Fiscal Note: The inspection program generates necessary revenues to provide a part-time registered sanitarian and comply with contractual obligations.

COUNCIL ACTION REQUESTED

Request approval by the Common Council for the Director of Health & Human Services to sign inspection agent contracts with the DHS and DATCP



Scott Walker
Governor

Kitty Rhoades
Secretary

State of Wisconsin

Department of Health Services

DIVISION OF PUBLIC HEALTH

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AGENT AGREEMENT

This Agreement is made between the Wisconsin Department of Health Services, hereinafter "DHS" or "the Department," and City of Franklin Health Department, hereinafter "Agent," pursuant to Wis. Stat. s. 254.69 and Wis. Admin. Code s. DHS 192.04 (3), to designate and authorize City of Franklin Health Department to act as DHS's agent for the purpose of enforcing Wis. Stat. s. 254.47, Wis. Stat. ch. 254 subch. VII, and related administrative rules.

Agent's jurisdiction under this Agreement includes the following geographic area(s): **City of Franklin**

This Agreement shall commence on **September 8, 2014** and shall remain in effect until **September 8, 2019** or the next scheduled program evaluation after the commencement date, whichever occurs first, unless, prior to such date, it is terminated, revoked or suspended under Section XIV; provided, however, that, unless specifically terminated by either party at or following the expiration date, the Agreement shall remain in effect until a new Agreement is executed. Either party may terminate this Agreement on or after the expiration date with 30 days written notice to the other party.

City of Franklin Health Department hereby agrees to protect public health and safety as the agent of DHS, under Wis. Stat. §§ 254.47 and 254.69, Wis. Admin. Code Chap. DHS 192, and the terms and conditions of this Agreement. Agent agrees to issue permits to, inspect, and regulate restaurants, campgrounds, recreational educational camps, public swimming pools, hotels, motels, tourist rooming houses and bed and breakfast establishments. Agent agrees to inspect vending machine commissaries and vending machine storage areas, for which Agent will receive reimbursement from DHS. If Agent inspects individual vending machines, Agent will receive reimbursement from DHS. Agent shall apply and enforce all relevant statutes, administrative rules and associated DHS policies including, but not necessarily limited to, Wis. Stat. § 254.47 and §§ 254.61 – 254.88, and Wis. Admin. Code ch. DHS 172, 175, 178, 195 - 198.

DHS agrees to fulfill its responsibilities to Agent under Wis. Stat. §§ 254.47 and 254.69, Wis. Admin. Code Chap. DHS 192 and this Agreement.

I. DEFINITIONS

- A. **Agent** means the local public health department (LPHD) operating under the terms of this Agreement, unless the context indicates it means any local public health department acting as the Department's agent under Wis. Stat. s. 254.69.
- B. **Agent Standard** means a member of Agent's inspection staff who has been trained by DHS in the standardization process and has received a certificate of completion from DHS.

- C. **Complaint** means an allegation of a unique incident or concern brought to the attention of Agent or DHS regarding a violation of a statutory, administrative rule, or local public health ordinance or regulation requirement for a facility under the jurisdiction of Agent.
- D. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis Stat. s. 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.
- E. **DHS or Department** means the Wisconsin Department of Health Services Food Safety & Recreational Licensing Section, unless the context clearly indicates it means the Department of Health Services as a whole or another part of the Department.
- F. **Enforcement Action** means a legal method used to make an operator come into compliance with statutory, administrative code, or local public health ordinance or regulation requirements. Enforcement actions include, but are not limited to, orders, citations, forfeitures, temporary orders summarily suspending operations, revocations of establishment permits, and requests for voluntary closure.
- G. **Enforcement Plan** means a plan developed by Agent to take necessary and reasonable action regarding s. 254.47, Stats., and subch. VII of ch. 254, Stats., related administrative rules and any applicable local ordinances or regulations in its enforcement activities for the types of facilities for which Agent has been delegated agent status.
- H. **Establishment** means "Facility."
- I. **Facility** means a hotel, motel, tourist rooming house, restaurant, bed and breakfast establishment, food vending machine, vending machine storage area or vending machine commissary under subch. VII of ch. 254, Stats., or a camping resort or other campground, recreational camp, educational camp, or public swimming pool under s. 254.47, Stats. "Facility" is used interchangeably with "establishment."
- J. **Fiscal Year** means the period from July 1 through June 30.
- K. **Follow up Inspection** means a type of inspection that is used at the discretion of the inspector to check back with the establishment operator to assure that violations of a non-critical nature have been corrected following a routine inspection. Unlike a reinspection, a follow up inspection is not required.
- L. **Foodborne Outbreak** means the occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.
- M. **Inspection Fee** means a fee that is charged by Agent or DHS for inspection services required under a Memorandum Of Understanding or a fee that is charged for inspection services on a mobile food establishment or temporary food establishment that has a valid permit from another jurisdiction.
- N. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, under Wis. Stat.

s. 254.69(2) (g), regarding the permittees and premises for which the local health department is DHS's agent

- O. **Memorandum of Understanding (MOU)** means an agreement between DHS and another state agency to determine permitting authority or to perform permitting or inspection activities. For example, DHS and the Department of Public Instruction have an MOU under which DHS is responsible for inspecting school food service programs.
- P. **Operator** means the owner or person responsible to the owner for the operation of the establishment or facility.
- Q. **Permit** means an annual written authorization issued by the Department or Agent under Wis. Stat. s. 254.47 or s. 254.64, which is required for the operation of an establishment. A permit is sometimes referred to as a license. An establishment that has been issued a permit is referred to as a licensed establishment.
- R. **Person** means an individual, partnership, association, firm, company, corporation, organization, municipality, county, town, or state or local agency.
- S. **Pre-Inspection** means an inspection required under s. 254.65, Stats. for a new establishment or an existing establishment that has been taken over by a new operator. A pre-inspection must be completed before the new operator may open the establishment for business.
- T. **Program Evaluation** means an assessment by DHS of Agent's adherence to the provisions of this Agreement.
- U. **REHS / RS** means the National Environmental Health Association (NEHA) Registered Environmental Health Specialist / Registered Sanitarian Credential.
- V. **Reimbursement** means the portion of the permit fee collected by Agent that is remitted to DHS pursuant to Wis. Stat. § 254.69 (2) (e).
- W. **Reinspection** means the type of inspection that is required to assure that violations have been corrected when an immediate danger to public health exists that cannot be corrected during the routine inspection, continued repeat violations are noted, or an excessive number of violations are observed.
- X. **Routine inspection** means the annual evaluation of the operational practices of a licensed establishment.
- Y. **Standardization process** means the training program in public health inspection methods involving classroom instruction, field training and successful completion of an evaluation component, which is based on standards and curriculum approved by DHS and serves the purpose of assuring that public health inspection staff employed by DHS or its agents use a consistent inspection approach throughout Wisconsin. An individual who successfully completes the standardization process is "standardized." The standardization process currently applies to food safety inspections, but DHS intends to develop standardization processes for other public health inspection programs.

- Z. **State Fees** means the Department's fees under Wis. Stat. s. 254.69(2) (e) for its costs related to setting standards under Wis. Stat. s. 254.47 and ss. 254.61 – 254.88 and monitoring and evaluating the activities of, and providing education and training to, agent local health departments, which fees Agent includes in the permit fees it establishes under Wis. Stat. s. 254.69(2) (d).
- AA. **State Permit Fees** means the permit fees set by the department under Wis. Stat. ss. 254.47 (4) or 254.68
- BB. **Waterborne Outbreak** means two or more people have experienced a similar illness after the ingestion of drinking water or after exposure to water used for recreational purposes, and epidemiologic evidence implicates water as the probable source of the illness.

II. ISSUANCE OF PERMITS

- A. Agent shall issue permits to establishments or facilities within its jurisdiction in accordance with Wis. Stat. ss. 254.47, 254.64 and 254.65 and shall assure that no establishment or facility subject to regulation under Wis. Stat. s. 254.47 or Wis. Stat. ss. 254.61 – 254.88 operates without a valid permit.
- B. An annual permit issued by Agent shall include, at a minimum, the following information: name and complete address of the establishment; name and complete address of the permit holder if different than that of the establishment; expiration date of the permit; permit number; "non-transferable" notation; type of establishment; numbers of permitted units, rooms, or sites.
- C. All permits issued by Agent shall expire on June 30, except that new permits initially issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year.
- D. If Agent became DHS's agent on or after April 1, 2009, Agent shall use DHS's electronic software program for issuing permits. If Agent has been DHS's agent since before April 1, 2009, Agent may use DHS's electronic software program or DHS-approved paper forms for issuing permits. DHS will provide, maintain and support this software.
- E. If DHS notifies Agent that an individual, who has applied for or been issued a permit within Agent's jurisdiction, has been certified by the Department of Children and Families as delinquent in the payment of court-ordered payments of child or family support, maintenance, birth expenses, medical expenses or other expenses related to the support of a child or former spouse, or as having failed to comply, after appropriate notice, with a subpoena or warrant issued by the Department of Children and Families or a county child support agency related to paternity or child support proceedings, Agent shall cooperate with DHS in denying the issuance or renewal of a permit to the individual or suspending the individual's permit, under Wis. Stat. s. 250.041.

III. INSPECTIONS

- A. Agent shall conduct at least one routine inspection each fiscal year, or inspections at a frequency proposed by Agent and approved by DHS, of each permitted facility within its jurisdiction, except for vending machines, to determine whether the facility is in compliance with the applicable standards and requirements of Wis. Stat. § 254.47 and §§ 254.61 – 254.88,

Wis. Admin. Code ch. DHS 172, 175, 178, and 195 – 198, and any local public health ordinances and regulations adopted under Wis. Stat s. 254.69 (2) (g).

- B. Agent may elect to inspect vending machines.
- C. Agent shall give priority over routine inspections to pre-inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
- D. A routine inspection may be announced, unannounced or performed in conjunction with follow up of a complaint or investigation of a food- or water- borne illness.
- E. If a routine inspection is performed in conjunction with another investigation, a separate inspection form shall be completed for each type of investigation, and each shall be signed by the inspector and the operator.
- F. Agent shall perform inspection duties required by, and in compliance with, DHS's MOU's. DHS will keep the Wisconsin Association of Local Health Departments and Boards (WALHDAB) informed regarding, and elicit WALHDAB's input when developing, new MOU's and making changes to existing MOU's that may impact inspections. DHS will provide Agent a copy of any MOU that affects Agent's inspection duties.
- G. Agent may, with written approval from the Department, enter into written agreements with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this Agreement; provided that Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of public health standards under this Agreement.
- H. Other than inspections involving food or waterborne outbreaks, which require immediate response, as prescribed under paragraph I, Agent shall conduct inspections regarding complaints against regulated establishments in a timely and adequate manner, and in no case shall Agent allow a lapse of more than 30 days from the date a complaint is received until it conducts the investigation.
- I. When Agent receives information that indicates a food or waterborne outbreak has occurred, Agent shall conduct an investigation within one business day. In conducting the investigation, Agent shall follow the criteria in the Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. Agent shall conduct an investigation of the facility in which the outbreak occurred as soon as epidemiological evidence is provided. In addition:
 - 1. Agent shall notify DHS's Communicable Disease Epidemiology Section and Food Safety & Recreational Licensing Section.
 - 2. Upon Agent's request, DHS will assist in the investigation.
 - 3. In the event the outbreak becomes cross-jurisdictional, DHS will coordinate the activities of Agent and other governmental agencies in order to most quickly and effectively end the outbreak.
- J. Agent shall include the following in an inspection report for each violation observed during an inspection:

1. Observation – A clear description, including location, of the violation of the statute, administrative rule, or local ordinance or regulation.
 2. Code Reference – Citation to, and a brief description of, the statute, administrative rule, or local ordinance or regulation that has been violated.
 3. Corrective Action – A statement indicating what action the operator must take to achieve compliance with the administrative rule, statute or local ordinance or regulation.
- K. If Agent became DHS's agent on or after April 1, 2009, Agent shall use DHS's electronic software program for conducting inspections. If Agent has been DHS's agent since before April 1, 2009, Agent may use DHS's electronic software program or DHS-approved paper forms for conducting inspections. DHS will provide, maintain and support this software.
- L. DHS may conduct inspections of establishments in Agent's jurisdiction in response to emergencies, for the purpose of monitoring and evaluating Agent's licensing, inspection and enforcement program, for the purpose of training or education, or at Agent's request. DHS shall make a reasonable effort to notify Agent before conducting an inspection. Agent may accompany DHS during such inspections.

IV. ENFORCEMENT

- A. Agent shall take necessary and reasonable action to enforce s. 254.47, Stats., subch. VII of ch. 254, Stats., related administrative rules (Wis. Admin Code chapters DHS 172, DHS 175, DHS 178, DHS 195, DHS 196, DHS 197 and DHS 198) and any local ordinances or regulations adopted under s. 254.69 (2) (g), Stats., for the types of facilities for which Agent has been delegated authority under this Agreement. Agent shall cover the costs of these actions. DHS shall provide technical assistance in enforcement upon Agent's request.
- B. Agent will take appropriate enforcement action in response to an immediate danger to public health as required in s. 254.85 Stats. Additional reasons for enforcement action include, but are not limited to noncompliance of written orders, continued repeat violations noted on inspection reports, and operating without a valid establishment permit.
- C. Agent shall notify DHS in writing within 10 days after taking any enforcement action involving suspension or revocation of a permit or court action.
- D. DHS shall assist Agent in enforcement activities upon request.
- E. Agent shall implement, distribute to all inspection staff, and make available for DHS evaluation, an enforcement plan as required in s. DHS 192.04(1). DHS shall review the enforcement plan and any changes to it during DHS's periodic evaluations of Agent's performance.
- F. If Agent has been notified by DHS of any deficiency on the part of a facility within its jurisdiction in complying with the applicable statutory, administrative code or local ordinance or regulation requirements, and if Agent has had reasonable opportunity to take enforcement action but has failed to act expeditiously in taking appropriate enforcement action, DHS may act under Wis. Stat. ss. 250.04 (2) and 254.85 to enforce compliance.

V. STAFFING

- A. Agent shall employ at least one Wisconsin Registered Sanitarian (WI-RS) or Registered Environmental Health Specialist / Registered Sanitarian (REHS/RS) to conduct inspections or supervise other non-RS sanitarians who conduct inspections
- B. If Agent loses its only WI-RS or REHS/RS, Agent shall hire a qualified replacement within 120 days. Upon Agent's written request, DHS in its sole discretion may allow Agent additional time to hire a qualified replacement.
- C. Each member of Agent's inspection staff shall undergo the standardization process. Agent shall have at least one Agent Standard who shall standardize the other members of Agent's inspection staff, using the standardization process. The Agent Standard shall perform three maintenance exercises, as described in the Wisconsin Standardization Manual, every three years to maintain his/her certification. As DHS develops standardization processes for programs other than food safety, Agent will comply with the standardization process in those programs.
- D. Agent inspection staff shall meet the hiring criteria set forth by local ordinance and personnel policies and the educational or experience requirements established for WI-RS or REHS/RS.
- E. Agent staff will participate on DHS rule making and policy advisory committees and attend ongoing training seminars.
- F. Agent shall make written arrangements for backup of inspection and enforcement staff to assure adequate coverage during the absence of regular staff. These arrangements shall be made available for DHS review during periodic evaluations and shall be reviewed and approved by DHS prior to implementation.
- G. Agent shall not permit an employee to conduct an inspection in a situation in which the employee may have a conflict of interest
- H. Upon Agent's request, DHS will provide technical assistance and training to staff.

VI. EDUCATIONAL OUTREACH

Agent will cooperate with the Food Safety & Recreational Licensing Section in conducting training programs for operators and employees of establishments that are located in its jurisdiction and are regulated under s. 254.47, Stats., subch. VII of ch. 254, Stats., and related administrative rules (Wis. Admin. Code chapters DHS 172, DHS 175, DHS 178, DHS 195, DHS 196, DHS 197 and DHS 198), or local ordinances or regulations adopted under s. 254.69 (2) (g), Stats.

VII. REPORTS AND RECORDS

- A. Agent shall maintain a file of the current records for each licensed facility within its jurisdiction. Records will include the name, address, ID number and type of establishment or facility. A file shall minimally contain the latest three (3) years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak information, variances and waivers.

- B. Agent shall use inspection report forms approved by DHS for all pre-inspections, routine and follow-up inspections.
- C. Agent shall submit reports as requested by DHS. DHS may review or request a copy of any inspection report, correspondence or order on any facility within Agent's jurisdiction and any other report DHS determines it needs to monitor Agent's performance, including, but not limited to, CDC risk factor reports and self assessments.
- D. By the 10th of the month immediately following the month in which Agent issues a permit or receives notification from a facility of a change affecting its permit, Agent shall give DHS a copy of the completed Agent Change Sheet (form F-47219) to enable DHS to maintain current records of facilities that are issued permits in the Agent's jurisdiction. This requirement applies to temporary restaurants as defined in Wis. Admin. Code s. DHS 196.03 (7). This reporting requirement does not apply if Agent is using DHS's electronic licensing and inspection system.
- E. By September 1 of each year, Agent shall give DHS a complete list of the names and addresses of the operators of facilities that were issued permits by Agent during the previous fiscal year. This reporting requirement does not apply if Agent is using DHS's electronic licensing and inspection system.
- F. Agent shall maintain records documenting the cost of issuing permits to, making investigations and inspections of, and providing education, training and technical assistance to facilities, and the cost of enforcing applicable state statutes and rules and local ordinances and regulations. Upon request, Agent shall provide copies of these records to DHS.
- G. Within 10 days after the date on which it takes place, Agent shall report to DHS in writing any change in the assignment of a supervisor of the inspection staff who are not currently Wisconsin registered sanitarians and any change in the organization of the inspection staff including authority line changes. If Agent employs only one or 2 sanitarians, Agent shall also report any change in assignment of inspection staff that are providing services under this Agreement.
- H. Agent shall submit the CDC Risk Factor Tracking Sheet biannually to DHS for the purpose of enabling DHS to determine the types of violations found in facilities throughout the State of Wisconsin. DHS shall provide the approved tracking sheet. This report is not required if Agent is using DHS's electronic licensing and inspection system.
- I. As required by Wis. Admin. Code s. DHS 192.04(1), Agent shall maintain and keep readily available for use by inspection staff and review by DHS, a copy of its agent plan for administration and enforcement of s. 254.47, Stats, subch. VII of ch. 254, Stats., and related administrative rules. The plan shall include at a minimum all the components identified in s. DHS 192.04 (1) and any other information DHS determines is necessary or relevant for its review of the plan and requests in writing. The minimum components include:
 - 1. Identification of person(s) that will issue permits and conduct investigations and inspections.
 - 2. A description of the staffing and budget for issuing permits, making investigations and inspections, providing technical assistance, and enforcing applicable state rules and local ordinances

3. A list of the fees to be charged by Agent for facilities issued permits under this Agreement.
4. A description of Agent's permit issuance and recordkeeping system maintained under this Agreement.
5. A declaration that Agent will contract with the Department, as permitted by s. 254.69 (2) (dm), Stats., if Agent wants the department to collect fees and issue permits.
6. A description of the inspection and enforcement program implemented by Agent, with a copy of any applicable city or county ordinance or regulation.
7. A plan of action to ensure that there will be cooperation with appropriate federal, state and local agencies in the event of a natural disaster or other emergency.
8. Procedures for the investigation and follow-up of citizen complaints about facilities that were issued permits under this Agreement.
9. Procedures for the investigation and follow-up of reports of suspected foodborne illness
10. The time period within which Agent will make a determination on an application for a permit, which may not exceed 30 days following receipt of a complete application.
11. An assurance of continued support by the city or county for carrying out this Agreement.
12. Any other information which the Department considers necessary or relevant for its review of Agent's plan.

VIII. REIMBURSEMENT BY THE DEPARTMENT FOR VENDING INSPECTIONS

- A. Agent shall submit a list of vending commissaries, vending machine storage areas and vending machine inspections it conducted during the previous fiscal year to DHS no later than August 30 to receive reimbursement from DHS for performing the inspections. Agent will not receive reimbursement for inspections based on inspection information DHS receives after August 30, unless DHS approves an extension for submitting the information.
- B. No later than September 30, DHS shall reimburse Agent for inspections of vending commissaries, vending machine storage areas and vending machines during the previous fiscal year, as required under s. 254.69(1), Stats.; provided, however, that, if DHS gives Agent an extension for submitting inspection information, DHS may delay reimbursing Agent until it has had sufficient time to review this information. The reimbursement amount is the portion that remains after deducting DHS's clerical and automated licensing processing costs from the permit fee
- C. Fee reimbursements for the inspection of vending machines that have been moved from one agent's jurisdiction to that of another will be credited to the agent making the first inspection during the fiscal year.

IX. REIMBURSEMENT TO THE DEPARTMENT FOR STATE FEES COLLECTED BY AGENT

- A. Agent shall reimburse DHS the state fees from the permit fees Agent collects as provided under sub B.
- B. As provided in Wis. Stat. s. 254.69(2)(e), the state fees shall not exceed 20% of the permit fees the Department sets by administrative rules ("state permit fees"), pursuant to Wis. Stat. ss. 254.47 and 254.68, for the types of facilities for which Agent issues permits. The calculation of the state fees is based on permit fees only, not preinspection and reinspection fees

- C. As of the date of this Agreement, the state fees are 10% of the state permit fees. The department may increase the state fees up to 20% of the state permit fees by announcing a change in the percentage prior to the permitting year for which the change applies.
- D. DHS shall provide Agent a reimbursement summary form to identify all the facilities for which Agent has issued permits during the permitting year and the complexity assessment rating Agent used for each restaurant for which it issued a permit during the permitting year.
- E. State fees for a full service restaurant shall be based on the state permit fee determined by the restaurant permit category (simple, moderate or complex) in Wis. Admin. Code Table DHS 196.05 C. In determining the restaurant permit category, Agent may use the restaurant permit category assignment formula in Wis. Admin. Code s. DHS 196.05 (2) or a complexity tool for which DHS has given written approval.
- F. No later than September 30 of each year, Agent shall return the completed summary form and reimburse DHS the state fees.

X. COSTS

- A. The total fees Agent collects may not exceed Agent's reasonable costs of issuing permits to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees under Wis. Stat. s. 254.69 (e).
- B. Any startup funding provided for Agent by DHS shall be used only for costs such as personnel, equipment, software, or other expenses that are directly related to the development and implementation of the new program and shall not be used to cover routine operation costs.

XI. EVALUATION

- A. DHS shall perform an annual evaluation of Agent's licensing, investigation and inspection program to determine whether Agent meets the standards promulgated by administrative rule, as required under Wis. Stat. s. 254.69 (2) (b). The evaluation will consist of the following:
 - 1. Agent shall submit to DHS an annual self-assessment report no later than September 30, which DHS shall use as part of its onsite evaluation of Agent's performance.
 - 2. DHS shall conduct an onsite evaluation process every three to five years to assess Agent's compliance with the provisions of this Agreement. DHS may conduct the onsite evaluation process at any reasonable time and shall give Agent reasonable advance notice. The evaluation may require up to a week to complete, depending on the size of Agent's program. The onsite evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, and other required documentation. The field component shall include DHS performing maintenance standardization with the Agent Standard, as well as evaluating additional sanitarian(s) if applicable.

- B. In addition to the annual evaluation, DHS may perform additional evaluations of Agent's performance at any reasonable time with reasonable advance notice.
- C. If Agent's food establishment program is evaluated by the Department of Agriculture, Trade, and Consumer Protection, DHS shall accept this evaluation in lieu of conducting a separate evaluation.

XII. NONDISCRIMINATION

- A. In connection with the performance of work under this Agreement, Agent agrees that it will not discriminate against any employee or applicant for employment on any basis prohibited under Wis. Stat. s. 111.321, with respect to any conditions employment, including, but not be limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, selection for training, or apprenticeship. Agent agrees to take affirmative action to ensure equal employment opportunities. Agent agrees to post in a conspicuous place, available to employees and applicants for employment, notices provided by the Division of Public Health setting forth the provisions of this nondiscrimination clause.
- B. In connection with the performance of work under this Agreement, Agent agrees that it will not discriminate against owners or operators of establishments regulated by this Agreement because of age, race, religion, color, disability, sex, sexual orientation, or national origin.

XIII. PRIVACY AND CONFIDENTIAL INFORMATION

- A. Definitions: The following definitions apply to this section.
 - 1. "*Confidential Information*" means all tangible and intangible information and materials that are disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DHS or by a third party), that satisfy at least one of the following criteria:
 - a) Personally Identifiable Information;
 - b) Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is related to DHS's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
 - c) Information expressly designated as confidential in writing by DHS.
 - 2. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - a) The individual's Social Security number;
 - b) The individual's driver's license number or state identification number;

- c) The number of the individual's financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual's financial account;
 - d) The individual's DNA profile; or
 - e) The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
- 3 "Corrective Action Plan" means a plan developed by Agent and approved by DHS that Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by Agent.

B Duty of Non-Disclosure and Security Precautions

- 1 Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this Agreement and all related and necessary actions taken in fulfillment of the obligations under the Agreement. Agent shall not disclose such Confidential Information to any persons other than those Agent representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Agent shall be responsible for the breach of this Agreement by any representatives.
- 2. Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control whether physically or electronically.
- 3. Agent shall insure that all indications of confidentiality imprinted on, connected to, or included in any item of Confidential Information shall be reproduced by Agent on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information.
- 4. Upon termination of this Agreement, Agent shall return to DHS all Personally Identifiable Information it maintains possesses or controls, which it obtained in connection with this Agreement, and shall destroy all copies of such information.

C Legal Disclosure If Agent or any of its representatives is under a legal obligation to disclose any Confidential Information, Agent shall give the DHS prompt notice thereof (unless it has a legal obligation to the contrary) and shall allow DHS to inspect the Confidential Information and seek a protective order or other appropriate remedy. Agent or its representatives shall not be obligated to wait on any action or inaction by the Department under this section if release is required under authority of law. If such protective order or other remedy is not obtained, Agent and its representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

D. Unauthorized Use, Disclosure or Loss

- 1 Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or that any Confidential Information has been lost or is unaccounted for, Agent shall notify the DHS. Such notice shall include the identities of the persons affected and the nature of the Confidential Information disclosed.
2. In the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for, Agent shall comply with the Corrective Action Plan.
- 3 Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. Agent shall cooperate with DHS's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information.

XIV. TERMINATION, REVOCATION OR SUSPENSION OF AGENT AGREEMENT

- A. **TERMINATION** Agent may terminate this Agreement upon 90 days written notice to DHS. The notice shall specify the reasons for termination and the last day that Agent will have agent status.
- B. **REVOCATION** If DHS finds that Agent has failed to comply with the requirements for agent status under Wis. Stat. § 254.69, Wis. Admin. Code ch. DHS 192 or the terms and conditions of this Agreement, DHS may revoke agent status as provided in s. 254.69 (2) (b), Stats., upon 90 days written notice to Agent. The notice shall specify the reasons for revocation and the last day that Agent will have agent status.
- C. **SUSPENSION**. If DHS finds that suspension of this Agreement is necessary to protect the public's health or safety, DHS may immediately suspend this Agreement upon notice to Agent. DHS shall hold a hearing, if requested by Agent, within 15 days after DHS receives the request. The suspension shall remain in effect until the final hearing decision is issued. In lieu of a suspension, DHS may notify Agent of any deficiencies in Agent's inspection, permit issuance and enforcement program and establish a deadline for correction of the deficiencies
- D. **Reimbursement upon Termination or Revocation:**
 - 1) **Vending:** If this Agreement is terminated or revoked, Agent shall receive reimbursement for inspections of vending machines and vending machine commissaries performed under the Agreement up to the date of termination or revocation.
 - 2) **Other Permits:** If this Agreement is terminated or revoked, Agent shall reimburse DHS the prorated amount for the remainder of the fiscal year of all permit fees received by Agent. The reimbursement shall be based on this formula: (days left in fiscal year/365) times the state permit fees for all the establishments Agent has licensed.
- E. If the Agreement is terminated or revoked within 3 years of the initial start date, any startup fees or equipment provided by DHS shall be repaid in full

F. Upon termination or revocation of this Agreement, Agent shall transfer to DHS all inspection and enforcement records.

Agent

Department of Health Services

Signature

Title
County/City
Date

Date

MEMORANDUM OF UNDERSTANDING
Between the
Wisconsin Department of Public Instruction (DPI)
and the
Wisconsin Department of Health Services (DHS)
July 1, 2014 - June 30, 2016

1. Purpose

Public law 108-265, The Child Nutrition and WIC Reauthorization Act of 2004, requires that all schools participating in the National School Lunch (NSLP) or School Breakfast Programs (SBP) shall, at least twice during each school year, obtain a food safety inspection conducted by a state or local governmental agency responsible for food safety inspections. DPI and DHS enter into this Memorandum of Understanding (MOU) in order to coordinate such inspections, to implement and monitor a school food safety program and to assist schools in complying with food safety standards in Wis. Admin. Code ch. DHS 196.

2. Agency Authority

2a. DPI may contract for the operation and maintenance of school lunch and breakfast programs under Wis. Stat. § 115.34 and § 115.341.

2b. DHS and its agent local health departments (hereinafter, "agent" or "agents") inspect and issue permits for restaurants under Wis. Stat. ch. 254, subch. VII. The statutes currently exempt from licensing as a restaurant any public or private school lunchroom for which food service is directly provided by the school. DHS enters into this MOU to establish food protection measures for the health, safety and welfare of the public, under the authority granted in Wis. Stat. § 254.62(1) and § 250.04(1).

3. Applicability

3a. This MOU applies to all Wisconsin elementary and secondary schools, schools for visually and hearing impaired, residential group homes, and juvenile detention facilities participating in the NSLP or SBP.

3b. Both agencies will continue to work cooperatively with local health departments to assist those schools affected by this MOU in achieving compliance with changes in the National School Lunch Act, 42 U.S.C. 1758.

3c. This MOU will not supersede established DPI school food service requirements so long as food safety inspections are conducted at least twice per State fiscal year (July 1st – June 30th). Because Federal law recognizes that certain local health departments conduct voluntary annual

health inspections, this MOU is not intended to interfere with established inspection agreements between school districts and local health departments provided two inspections are completed annually

- 3d. USDA mandates a minimum of two independent physical inspections conducted at each individual location where food is prepared or served. Routine inspections and Hazard Analysis Critical Control Point (HACCP) verification inspections shall be conducted a minimum of 30-days apart. It is recommended that each inspection occur in the spring, fall or summer if a school participates in a summer food service program.

4. Licensure Considerations

- 4a. Wis. Stat. § 254.61(5)(c) exempts from licensing as a restaurant any public or private school lunchroom for which food service is directly provided by the school.
- 4b. A public or private school selling meals to organizations or institutions not associated with the school or school district, including but not limited to licensed daycare or adult daycare, Head Start, senior centers, or public or private schools, shall be licensed as a restaurant unless the public or private school selling the meals is receiving two annual inspections as a result of participation in the NSLP or SBP.
- 4c. Vending machines, which are operated by a school food service receiving two annual inspections as part of the NSLP or SBP, and which provide meals solely to students, faculty and school employees, shall be exempt from licensing under Wis. Admin. Code ch DHS 198, based on approved comparable compliance under Wis. Admin. Code § DHS 198.02(2), provided they are inspected during the NSLP/SBP inspections. School vending machines, which are used for purposes other than providing meals under the NSLP or SBP, or are operated other than by the school food service, shall meet the requirements prescribed in DHS 198.

5. Requirement for Food Safety Inspection

As amended by Section 111 of Public Law 108-265, the Child Nutrition and WIC Reauthorization Act of 2004, Section 9(h) of the Richard B. Russell National School Lunch Act (42 U.S.C. § 1785(h) specifies the food safety inspection requirements this MOU seeks to implement as follows:

(h) Food safety.

- (1) In general. A school participating in the school lunch program under this Act [42 USCS § 1751 et seq.] or the school breakfast program under section 4 of the Child Nutrition Act of 1966 (42 U.S.C. 1773) shall—
- (A) at least twice during each school year, obtain a food safety inspection conducted by a State or local governmental agency responsible for food safety inspections;
- (B) post in a publicly visible location a report on the most recent inspection conducted under subparagraph (A); and
- (C) on request, provide a copy of the report to a member of the public.

- (2) State and local government inspections. Nothing in paragraph (1) prevents any State or local government from adopting or enforcing any requirement for more frequent food safety inspections of schools.
- (3) Audits and reports by States. For each fiscal year, each State shall annually:
 - (A) audit food safety inspections of schools conducted under paragraphs (1) and (2); and
 - (B) submit to the USDA Secretary of Agriculture a report of the results of the audit.
- (4) Audit by the USDA Secretary of Agriculture. For each fiscal year, the Secretary shall annually audit State reports of food safety inspections of schools submitted under paragraph (3).
- (5) School food safety program. Each school food authority shall implement a school food safety program, in the preparation and service of each meal served to children, that complies with any hazard analysis and critical control point system established by the Secretary.

6. Inspection of School Food Service Facilities

- 6a Except as provided under 6b, DHS or its agents will conduct a minimum of two inspections based on Wis. Admin. Code ch. DHS 196 requirements, while school is in session, each State fiscal year (July 1st-June 30th), of every school food service facility participating in the NSLP or SBP as defined by 7 CRF § 210.2 and 7 CFR § 220.2. DHS or its agent will conduct food safety inspections during meal preparation and/or meal service time to determine if food is being handled and prepared in a manner consistent with proper food safety procedures as defined in the Wisconsin Food Code. The second inspection will include a verification inspection of the facility's food safety plan.
- 6b. DHS or its agent will complete a written report for each school food service facility inspection and provide a copy to the school food authority at the time of the inspection. If during the second inspection the school food service facility has not implemented the required food safety plan, DHS or its agent will notify DPI.
- 6c Inspection reports will be made available to DPI from DHS or its agent upon request.
- 6d. DHS or its agent may assess a fee for each inspection completed under this MOU. The fees apply to production and satellite kitchens. Pursuant to the DHS - Food Safety and Recreational Licensing Section Policy Memo, "Definition of a Satellite School for Establishment of Fees," the definition of "satellite kitchen" is as follows:

"A satellite kitchen will do no food preparation. Activities that are permitted include reheating and/or holding cooked food that has been delivered from the production kitchen, storage of cold ready-to-eat (RTE) items, and portioning and serving bulk products either delivered from the production kitchen or requiring no preparation."

- 6e. DHS or its agent shall have the right to negotiate inspection fees with the local school districts within the agent's jurisdiction. The agent's fee shall not exceed the cost of the inspection service.
- 6f. DHS or its agent shall notify DPI of any unresolved critical food safety issues, including orders to correct or cease operating pending compliance and correction, and shall notify DPI of any resolutions to these issues
- 6g. DHS or its agent shall provide, to the extent that resources are available, training for food service employees. DHS or its agent will recommend corrective actions based on Wis. Admin. Code ch. DHS 196.

7. Records

- 7a. Under this MOU and in accordance with 7 CFR § 210.9(b) (17) and § 220.7(e) (13), school food service inspection records shall be maintained for four years plus the current year. The Child Nutrition and WIC Reauthorization Act of 2004 requires that the most recent inspection report be publicly posted and a copy provided to the public upon request.
- 7b. Records shall include the name and address of the school food service facility, the name of the person in charge on premises, the name of the authorized representative, the name of the school food authority, inspection findings, the response from the school food authority and the DHS or its agent's response to the school food service authority.
- 7c. DHS or its agent performing the school food service inspections shall retain copies of the current report plus the records for the previous three years.

8. Investigation of Complaints Against School Food Service Operations

- 8a. Complaints received by DHS or its agent regarding any school inspected under this MOU shall be investigated in a timely manner. DHS or its agent shall investigate complaints made against a school and notify the school food authority of the complaint and the findings.
- 8b. All complaints received by DPI under this MOU shall be forwarded to DHS or its agent for investigation.
- 8c. Unresolved complaints of a critical nature shall be forwarded to DPI.

9. Conflict Resolution

DPI and either DHS or its agent shall meet with the local school food authority to resolve conflicts that may arise from the implementation of this MOU. For guidance, use the joint document prepared by DHS and DPI titled, "Protocol for Resolving Non-compliance Issues."

10. Joint Development of Policies and Procedures

- 10a. DPI and DHS will cooperate in the development of policies and procedures related to food safety inspection of, and compliance by, participating schools and other entities
- 10b. DHS and DPI intend to explore legislation to codify the policies and procedures related to food safety inspection of schools and other entities that participate in the NSLP and SBP, as time and resources permit.

11. Revisions

- 11a. DPI and DHS will review this MOU prior to the expiration date to determine whether it should be revised or canceled.
- 11b. The agencies may, at any time, amend this MOU or replace it with a MOU signed by the secretary and state superintendent, or designee.

12. Cancellation

DPI or DHS may terminate this MOU upon 90 days advance written notice to the other party

13. Signatures

The undersigned, as the duly-authorized representatives of their respective agencies, hereby agree to the terms of this Memorandum of Understanding.

Wisconsin Department of Public
Instruction

Wisconsin Department of Health
Services

Dated: 9-11-14

Dated: 9-18-14

By: Suzanne Linton

By: Karen D. McKeown

Suzanne Linton
Director of Management Services
DPI

Karen D. McKeown, RN, MSN
State Health Officer and Administrator
Division of Public Health

TERMS OF AGREEMENT TO ADMINISTER A RETAIL FOOD PROGRAM
FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

The parties to this Agreement are the Wisconsin Department of Agriculture, Trade and Consumer Protection ("department"), and **the City of Franklin Health Department** ("local agent"). This Agreement is made under s. 97.41, Stats., which authorizes the department to enter into a written agreement designating a local health department defined under Wis. Stat. s. 250.01(4) to act as the department's local agent to administer a retail food establishment licensing program ("retail food program"). This Agreement is subject to the requirements of s. 97.41, Stats. and ch. ATCP 75, Wis. Adm. Code.

- I. The department agrees to provide the following services:
 - A. Coordinate the designation of local agents with the Department of Health Services to ensure similarity with the inspection program administered under s. 254.69, Stats.
 - B. Develop standards and approve all forms for administration of the local agent's retail food program.
 - C. Evaluate the local agent's retail food program on an annual basis, under s. ATCP 75.12(1), Wis. Adm. Code.
 - D. Provide education and training to the local agent.
 - E. Inspect retail food establishments licensed by the local agent only under the conditions set forth in s. 97.41(8), Stats.

- II. The local agent agrees to provide the following services to **Franklin, WI**:
 - A. Administer a retail food program under Subchapter III of Ch. ATCP 75, Wis. Adm. Code, within the local agent's jurisdiction, which includes:
 1. Licensing and inspection of all retail food establishments as defined in ss. ATCP 75.01(7) and 75.02(1), Wis. Adm. Code, except:

- a) Retail food establishments that are mobile and requiring licensure under s. 97.30(2)(a), Stats., unless all retail sales are conducted within the local agent's jurisdiction; or
 - b) Food processing plants licensed under s. 97.29, Stats.
2. Inspection of unlicensed retail food sales operations, as defined in s. ATCP 75.06(1)(a)1. and 2., Wis. Adm. Code.
3. Investigation of food-related consumer complaints involving retail food establishments and retail food sales operations.
4. Enforcement of ch. 97, Stats., ch. ATCP 75, Wis. Adm. Code, and other relevant administrative regulations, including food sampling from retail food establishments as requested by the department for laboratory analysis.
- a) The local agent may conduct the analysis if its laboratory is capable of performing the required test procedures.
 - (1) The local agent shall assume all costs involved in collecting the samples and running the analysis.
 - (2) The local agent shall inform the department of the analysis results.
 - b) Those local agents who do not have the laboratory capability of performing the analysis or who choose not to perform the analysis shall submit the samples to the Department Bureau of Laboratory Services.
 - (1) The local agent shall fund the cost of acquiring the food samples and the shipping of the samples to the state laboratory.
 - (2) The department shall fund the cost of the laboratory analysis of the food samples.

- B. Establish and collect reasonable license fees. Under s. ATCP 75.06(4)(c), Wis. Adm. Code, retail food establishment license fees charged by a local agent may exceed the amounts specified in s. ATCP 75.03(3), Wis. Adm. Code, but the amount of license fees collected less the amount paid to the department under s. ATCP 75.11(2), Wis. Adm. Code may not exceed an amount reasonably required to reasonably cover the local agent's program costs under s. ATCP 75.10(2), Wis. Adm. Code.
 - C. Reimburse the department for license fees, as required by s. ATCP 75.11, Wis. Adm. Code.
 - D. Maintain adequate staffing and equip staff with appropriate equipment, as required by s. ATCP 75.07(1), Wis. Adm. Code.
 - E. Review plans for the construction or remodeling of food establishments, to the extent provided under s. ATCP 75.03(8), Wis. Adm. Code.
 - F. Maintain records documenting the cost of administering the program, as required by s. ATCP 75.10(2), Wis. Adm. Code.
 - G. Report to the department on a monthly basis, as required by s. ATCP 75.10(3)(b), Wis. Adm. Code.
 - H. Maintain all records relating to the administration of the program, as required by s. ATCP 75.10, Wis. Adm. Code.
- III. The local agent agrees to comply with all applicable statutes and regulations relating to the licensing of retail food establishments, including but not limited to s. 97.30(2), Stats., and s. ATCP 75.03(1), Wis. Adm. Code, which require that retail food establishment licenses may be issued for periods of no longer than one year and expire on June 30 annually.

IV. This Agreement incorporates any changes to the statutes or administrative rules cited in this Agreement plus any additional statutes or rules related to retail food establishment licensing that may be enacted or adopted during the term of this Agreement. The local agent agrees that all of its obligations under this Agreement include conformance to any changes to the statutes or administrative rules cited in this Agreement plus any additional statutes or rules related to retail food establishment licensing that may be enacted or adopted during the term of this Agreement.

V. The department assumes no liability for the job safety or welfare of local agent employees, or for the actions or omissions of local agent employees relating to the administration of the retail food establishment licensing program, except as otherwise provided by law.

VI. In connection with the performance of work under this Contract, the local agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sexual orientation as defined in s. 111.32(13m), Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the local agent shall take affirmative action to ensure equal employment opportunities. The local agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DATCP setting forth the provisions of the nondiscrimination clause.

VII. PRIVACY AND CONFIDENTIAL INFORMATION

A Definitions

1 “*Confidential Information*” means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

- a) Personally Identifiable Information;
- b) Information not subject to disclosure under subch. II, Chapter 19, Wis. Stats., Public Records and Property, related to the department’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
- c) Information expressly designated as confidential in writing by the department.

2 “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

- a) The individual’s Social Security number;
- b) The individual’s driver’s license number or state identification number;
- c) The number of the individual’s financial account, including a credit or debit card account numbers, or any security code, access code, or password that would permit access to the individual’s financial account;
- d) The individual’s DNA profile; or

- e) The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
- 3 "Corrective Plan of Action" means a plan developed by the local agent and approved by the department that the local agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by the local agent.

B Duty of Non-Disclosure and Security Precautions

- 1 The local agent shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement, and all related and necessary actions taken in fulfillment of the obligations thereunder. The local agent shall not disclose such Confidential Information to any persons other than those local agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. The local agent shall be responsible for the breach of this Agreement by any said Representatives.
- 2 The local agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- 3 The local agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the local agent on any reproduction, modification, or translation of such confidential

Information. If requested by the department, the local agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the department, as directed.

- 4 The local agent shall return to the department all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this Agreement, upon termination of this Agreement and destroy all copies.

Legal Disclosure. If the local agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the local agent shall give the department's Office of Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the department to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the local agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. The local agent or its representatives shall not be obligated to wait on any action or inaction by the Department, under this section, at any time when the agent is required to release information under other authority of law.

D Unauthorized Use, Disclosure or Loss

- 1 Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by the Agreement, or of any Confidential Information being lost or unaccounted for, the local agent shall notify the department's Office of Legal Counsel of the problem. Such notice shall

include, to the best of the Local agent's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

- 2 The local agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The local agent shall cooperate with the department's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a Corrective Action Plan.

VIII. This Agreement shall remain in force from the last date of signature of either party or until terminated by either the department or the local agent. Either party may terminate this Agreement in accordance with the procedures set forth in s. 97.41(2), Stats., and s ATCP 75.06(7) and (8), Wis. Adm. Code, as applicable.

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

Signature _____
Dr. Steve Ingham
Division of Food Safety - Administrator

Date _____

Signature _____
William M. Wucherer RN/Health Officer
Director of Health and Human Services

Approved:

Date

APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/3/14
Reports & Recommendations	SUBJECT: Results of the survey of property owners abutting W. St. Martins Road from S.T.H. 100 (S. Lovers Lane) to W. Forest Home Avenue (CTH OO) as to their desire for the extension of City water	ITEM NO. <i>6.5.</i>

BACKGROUND

Pursuant to the Common Council direction to staff, based on Water Commission recommendation, staff surveyed all property owners abutting W. St. Martins Road as to their position on the extension of City water.

A total of forty-five (45) letters were sent out on October 13, 2014, with self-addressed stamped envelopes.

ANALYSIS

Of the 45 letters sent, 33 letters (73.3%) were returned on the October 29, 2014 deadline.

The following was the response:

- 4 In Favor
- 29 Against
- 0 Do not wish to indicate a preference

These responses are plotted on a site map. No particular trend has been seen.

Also, individual comments have been included on the attached sheet.

OPTION

Motion to receive and table this survey response with no further action.

or

Motion to pursue additional information.

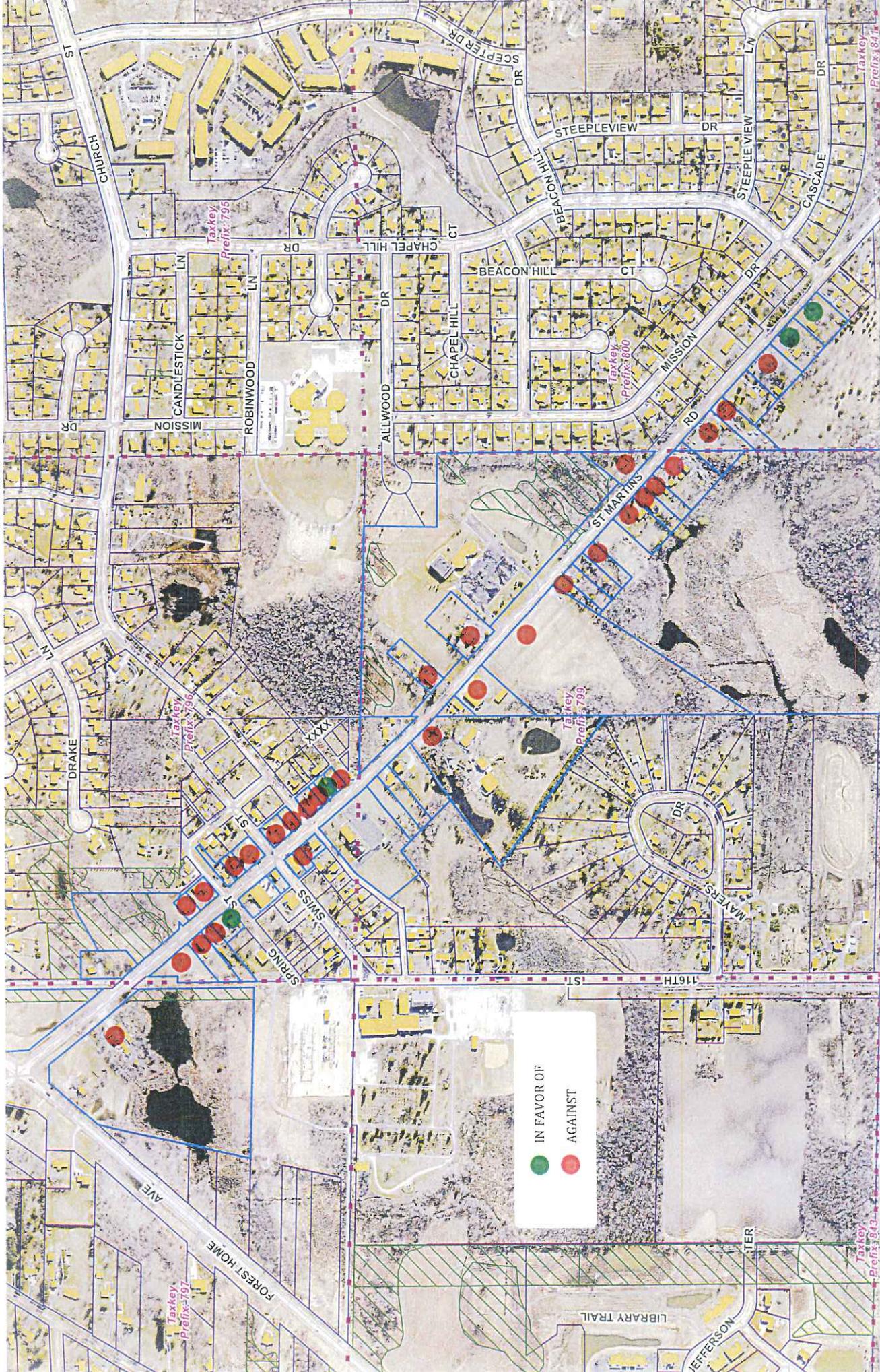
FISCAL NOTE

The Water Commission will be made aware of the survey results and Council action. Decision influences Commission's borrowing.

RECOMMENDATION

Motion to act on the survey results.

RJR/sg
Encl.



ST. MARTINS ROAD
 WATER EXTENSION SURVEY RESULTS

WATER MAIN EXTENSION
W. ST. MARTINS ROAD FROM W. FOREST HOME AVENUE TO S. CHAPEL HILL DRIVE

PROPERTY OWNERS' WRITTEN COMMENTS RECEIVED

- There are a lot of necessities my family needs now and in the very near future. The water main is a huge unknown cost that will hurt our family.
- Our current situation is just fine. Also, costs for these unnecessary changes are at a time when I cannot afford them.
- My well works fine. The cost will just make me move so maybe I can retire. Use all that money in the Labor Day Fair Fund to cover the costs.
- This would just add another financial burden, especially since it is something we want no part of! The only water we drink is from our well. We do not drink City water, not even bottled!
- We do not want City Water!
- 2 very worried people don't want. Where are we supposed to live when we're priced out of our small home and we are fixed income people supposed to come up with this overpriced water money? The taxes go up all the time and no new improvements were made here. Please leave well enough alone. I sure hope it is voted down.
- My lot is very small (.45 acres). Does not have a home unit & worth very little - not long frontage on S. Martins Road and therefore does not benefit me to have to pay \$6,000+ as minimum.
- I am against this because you are not planning on providing a sewer system. In the installation of the water main, wouldn't it make sense to install sewer also? You tax me on sewer, why not provide it?
- We need municipal sewer hooked up too. If you are just going to hook up water, don't bother with it at this time. Do sewer and water not just one; do both or forget it all.
- We do not wish to contract with you.
- I do not wish to spend \$20,000 to be connected by City water when I have a well on my property that supplies me with all the water I need for the cost of the electricity!
- I understand the minimum 100 foot charge based on Franklin zoning, but St. Martins is zoned at 60 foot lots being in compliance and we should be charged based on our standard lot size! Otherwise, this project is going to be funded and paid for in excess of all other areas in the City.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>November 3, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>An Ordinance to Amend §207-16. of the Municipal Code, "Delinquent Sewer and Water Bills", Pursuant to Wis. Stat. § 66.0809(3)(b) with Regard to the Deadline for the Placement of Delinquent Utility Bill Amounts on the Tax Roll</p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

The Engineering Department having reviewed §207-16. of the Municipal Code and determined that it was necessary to amend the existing Municipal Code for compliance with the November 16 deadline provided under Wis. Stat. § 66.0809(3)(b) for the transfer of delinquent utility bills to the tax roll (current Code states November 30).

COUNCIL ACTION REQUESTED

A motion to approve An Ordinance to Amend §207-16. of the Municipal Code, "Delinquent Sewer and Water Bills", Pursuant to Wis. Stat. § 66.0809(3)(b) with Regard to the Deadline for the Placement of Delinquent Utility Bill Amounts on the Tax Roll.

ORDINANCE NO. 2014-_____

AN ORDINANCE TO AMEND §207-16. OF THE MUNICIPAL CODE, "DELINQUENT SEWER AND WATER BILLS", PURSUANT TO WIS. STAT. § 66.0809(3)(b) WITH REGARD TO THE DEADLINE FOR THE PLACEMENT OF DELINQUENT UTILITY BILL AMOUNTS ON THE TAX ROLL

WHEREAS, Wis. Stat. § 66.0809(3)(b) provides: "[o]n November 16, the officer or department issuing the notice shall certify and file with the clerk a list of all lots or parcels of real estate, giving the legal description, for which notice of arrears was given under par. (a) and for which arrears remain unpaid, stating the amount of arrears and penalty. Each delinquent amount, including the penalty, becomes a lien upon the lot or parcel of real estate to which the utility service was furnished and payment for which is delinquent, and the clerk shall insert the delinquent amount and penalty as a tax against the lot or parcel of real estate"; and the Engineering Department having reviewed §207-16. of the Municipal Code and determined that it was necessary to amend the existing Municipal Code for compliance with the November 16 deadline provided under Wis. Stat. § 66.0809(3)(b); and

WHEREAS, the Common Council having found and determined that such amendment as recommended is necessary for compliance with Wis. Stat. § 66.0809(3)(b).

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

- SECTION 1: §207-16. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows *[note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted]*:
"All sewer and water bills which are delinquent as of November ~~30~~16 at the time the annual property tax bills are being prepared shall be included on such tax bill along with a service charge equal to 10% of the unpaid bill or bills."
- 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.

ORDINANCE NO. 2014- _____

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>November 3, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>An Ordinance to Rename Article XXI of Chapter 183 of the Municipal Code to “Weapons; Hunting and Trapping” and to Create §183-79. of the Municipal Code, “Trapping of Animals”, Pursuant to Wis. Stat. § 29.038(2)(b) Regarding Regulation of Wild Animals (Ald. Evans)</p>	<p>ITEM NUMBER</p> <p><i>G.7.</i></p>

Concern about the use of traps within the City of Franklin has prompted a request for an ordinance regulating the use of traps on City Parks and property owned or leased by the City.

COUNCIL ACTION REQUESTED

A motion to approve and adopt An Ordinance to rename Article XXI of Chapter 183 of the Municipal Code to “Weapons; hunting and trapping” and to create §183-79. of the Municipal Code, “Trapping of Animals”, Pursuant to Wis. Stat. § 29.038(2)(b) regarding regulation of wild animals.

ORDINANCE NO. 2014-_____

AN ORDINANCE TO RENAME ARTICLE XXI OF CHAPTER 183 OF THE MUNICIPAL CODE TO "WEAPONS; HUNTING AND TRAPPING" AND TO CREATE §183-79. OF THE MUNICIPAL CODE, "TRAPPING OF ANIMALS", PURSUANT TO WIS. STAT. § 29.038(2)(B) REGARDING REGULATION OF WILD ANIMALS

WHEREAS, Wis. Stat. § 29.038(2)(b) provides "[a] governmental unit may enact an ordinance or adopt any regulation, resolution or other restriction that restricts or prohibits access for hunting, fishing or trapping in any portion of land that it owns or leases"; and

WHEREAS, the Common Council having found and determined that the regulation of trapping on City Property and in City Parks is necessary in the interest of the humane treatment of animals and the public health, safety and welfare.

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

SECTION 1: Article XXI of Chapter 183 of the Municipal Code of the City of Franklin, Wisconsin, is hereby renamed to read as follows:
"Weapons; hunting and trapping."

SECTION 2: §183-79. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

"Trapping of animals.

A. Prohibited. No person shall, in or on City Parklands or on any property owned or leased by the City of Franklin, set or operate any trap, device, mechanism, or contraption that is designated, built, or made to close upon, hold fast or otherwise capture a wild animal or animals, except as otherwise provided herein.

B. Exceptions.

(1) This Ordinance shall not proscribe the use of live box-type traps authorized under § 29.337, Wis. Stats., relating to the live trapping of certain animals by owners or occupants of land. Live box-type traps shall be defined as those traps, which capture and hold an animal in an alive and unharmed condition.

(2) This Ordinance shall not apply to trapping within the confines of buildings, homes or their respective curtilage for the purpose of vermin eradication.

(3) Notwithstanding anything to the contrary set forth within this section or within this Municipal Code, trapping is permitted upon lands within the Big Muskego Lake Wildlife Area which are owned and

managed by the Wisconsin Department of Natural Resources and which were acquired by the Department under the Knowles-Nelson Stewardship Program, and which lands are west of South 116th Street and more particularly described under Section 3 of Ordinance No. 2010-2016.^[1] The regulations pertaining to trapping upon such lands shall be those as are set forth in the Wisconsin Statutes and the Wisconsin Administrative Code, as amended from time to time, respectively.

^[1] *Editor's Note: Section 3 of Ord. No. 2010-2016 refers to annexed Exhibit A, which more particularly describes the lands to which §183-79B.(3) pertains; a complete copy of the ordinance and exhibit are on file in the City offices."*

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, 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.

SECTION 5: 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 _____, 2014, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>November 3, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>An Ordinance to Create Chapter 170 of the Municipal Code, "Escort Services and Massage Therapists", Pursuant to the Municipal Authority Provided Under Wis. Stat. § 66.0107(2) (Ald. Evans)</p>	<p>ITEM NUMBER</p> <p><i>G.8.</i></p>

The Police Department has indicated that an ordinance regulating and licensing escorts and escort services would be a beneficial tool for deterring and minimizing illegal activities associated with escorts and escort services, and will help prevent prostitution and other associated crimes.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Create Chapter 170 of the Municipal Code, "Escort Services and Massage Therapists", pursuant to the municipal authority provided under Wis. Stat. § 66.0107(2).

ORDINANCE NO. 2014-____

AN ORDINANCE TO CREATE CHAPTER 170 OF THE MUNICIPAL CODE, "ESCORT SERVICES AND MASSAGE THERAPISTS", PURSUANT TO THE MUNICIPAL AUTHORITY PROVIDED UNDER WIS. STAT. § 66.0107(2).

WHEREAS, Wis. Stat. § 66.0107(2) provides "...nothing in this section may be construed to preclude cities, villages and towns from prohibiting conduct which is the same as or similar to that prohibited by chs. 941 to 948"; and the Wisconsin Statutes relating to prostitution and related behavior are set forth in Chapter 944 of the Wisconsin Statutes; and

WHEREAS, the Police Department has indicated that an ordinance regulating and licensing escorts and escort services is a beneficial tool for deterring and minimizing illegal activities associated with escorts and escort services, and will help prevent prostitution and other associated crimes; and

WHEREAS, the Common Council having found and determined that such ordinance as recommended is necessary to protect the public health, safety and welfare.

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

SECTION 1: Chapter 170 of the Municipal Code of the City of Franklin is hereby created to read as follows:
"Chapter 170: Escort Services; Massage Therapists and Bodyworkers."

SECTION 2: §170-1. of the Municipal Code of the City of Franklin is hereby created to read as follows:
"§170-1. Definitions.
As used in this chapter, the following terms shall be defined as indicated:
'Escort' means any person who, for a fee, commission, salary, hire, profit, payment or other monetary consideration accompanies or offers to accompany another person to or about social affairs, places of entertainment or places of amusement or consorts with another person about any public place or within any private quarters.
'Escort service' means a service provided by any person who, for a fee, commission, salary, hire, profit, payment or other monetary consideration, furnishes or offers to furnish names of persons, or who introduces, furnishes or arranges for persons who may accompany other persons to or about social affairs, places of entertainment or

places of amusement, or who may consort with others about any public place or within any private quarters.

'Person' means any natural person, partnership, corporation or other organization operating, conducting, maintaining or owning any escort service."

SECTION 3: §170-2. of the Municipal Code of the City of Franklin is hereby created to read as follows:

"§170-2. Exemptions.

This chapter does not apply to businesses, agencies and persons licensed by the State of Wisconsin or the City of Franklin pursuant to a specific statute or ordinance, and employees employed by a business so licensed, and which perform an escort or an escort service function as a service merely incidental to the primary function of such profession, employment or business and which do not hold themselves out to the public as an escort or an escort service."

SECTION 4: §170-3. of the Municipal Code of the City of Franklin is hereby created to read as follows:

"§170-3. License required.

A. No person may engage in, conduct or carry on the operation or maintenance of an escort service without first obtaining a valid escort service license issued under this chapter.

B. A license may be issued only for one escort service located at a fixed and certain place. Any person desiring to operate more than one escort service must have a license for each escort service.

C. All escort services existing in the City at the time of the adoption of this chapter must submit an application for a license within sixty (60) days of the adoption of this chapter."

SECTION 5: §170-4. of the Municipal Code of the City of Franklin is hereby created to read as follows:

"§170-4. Escort service license application.

A. Any person desiring to obtain an escort service license shall pay the required fee of two hundred fifty dollars (\$250) to defray the costs of administration and investigation of the application.

B. Any person desiring an escort service license shall file a written application with the City Clerk on a form provided by the Clerk's Office. The information provided to the City Clerk shall be provided under oath.

(1) Corporations. If the applicant is a corporation, the name of the corporation shall be set forth exactly as set forth in its articles of incorporation, together with the date and state of incorporation, the name, aliases, and business address of each of its officers, directors, or

shareholders having a significant responsibility for management of the business. The application shall also be verified by an officer of the corporation.

(2) Partnership. If the applicant is a partnership, the applicant shall set forth the name of the partnership and the name, aliases, business address of each of the partners, including limited partners, having a significant responsibility for management of the business and shall be verified by each partner. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply to the corporate partner.

(3) Others. If the applicant is neither a corporation nor a partnership, the application shall set forth the true full name, aliases and business address of the applicant and shall be verified by the applicant. The applicant shall also include any other name by which the applicant has been known during the previous five (5) years.

C. The applicant also shall set forth the proposed place of business of the escort service by business address, including suite number, and not by post office box, and shall contain a description of the nature and scope of the proposed business operation. In addition, the following information shall be furnished concerning the applicant if an individual; concerning each officer, director and shareholder, having a significant responsibility for management of the business, if the business is a corporation; concerning each partner, including limited partners having a significant responsibility for management of the business, if the applicant is a partnership.

(1) Written proof that the individual is at least eighteen (18) years of age.

(2) The business, occupation or employment history for three (3) years immediately preceding the date of application, including, but not limited to, whether such person previously operated under any permit or license in another City in this or another state and whether any such permit or license had ever been suspended or revoked;

(3) All convictions in any state or federal court within the past five (5) years, including municipal ordinance violations, exclusive of traffic convictions and the jurisdiction in which the convictions occurred.

(4) The names of persons who will have custody of the business records at the business locations;

(5) The name and address of the person who will be the agent for service of process.

(6) A copy of the deed, lease or other document pursuant to which the applicant occupies the premises.

D. The City Clerk shall notify the Police Chief, the Fire Chief and the Building Commissioner or its designee of any escort service license application and these officials shall inspect or cause to be inspected

each such application and the premises to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto. These officials shall furnish to the License Committee, in writing, the information derived from such investigation and a statement as to whether the applicant and the premises meet the requirements of the departments for whom the officer is certifying within ten (10) days of receipt of notice from the City Clerk. No license shall be renewed without a re-inspection of the premises.

E. Within thirty (30) days of receiving an application for a license, the Common Council shall grant or deny a license to the applicant upon a recommendation of the License Committee. The City Clerk shall notify the applicant whether the application is granted or denied.

F. Whenever an application is denied, the City Clerk shall advise the applicant, in writing, of the reasons for such action. If the applicant requests a hearing within ten (10) days of receipt of notification of denial, a public hearing shall be held within ten (10) days thereafter before the Common Council or its designee.

G. Failure or refusal of the applicant to give any information relevant to the application, failure or refusal to appear at any reasonable time and place for examination under oath regarding the application or refusal to submit to or cooperate with regard to any information required by this section shall constitute an admission by the applicant that he is ineligible for such license and shall be grounds for denial.”

SECTION 6:

§170-5. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-5. Escort service license; issuance standards.

The Common Council shall issue an escort service license if, upon recommendation by the License Committee, it finds that:

- A. The required fee has been paid;
- B. The application conforms in all respects to this chapter;
- C. The applicant has not knowingly made a material misstatement in the application;
- D. The applicant has fully cooperated in the investigation of his application;
- E. The escort service, as proposed by the applicant, complies with all applicable laws, including, but not limited to, the City’s building and zoning codes;
- F. The applicant has not had an escort service license or permit or other similar license or permit revoked or suspended in this state or any other state within three (3) years prior to the date of application;
- G. The applicant, if a corporation, is licensed to do business and is in good standing in the state;

H. All individual applicants, all shareholders, directors and officers having significant responsibility for management of the business, if the application is a corporation, or all partners, including limited partners having significant responsibility for management of the business, if the applicant is a partnership, are at least eighteen (18) years of age; and

I. The applicant, if an individual, any shareholders, officers, agents and directors of a corporation having a significant responsibility for management, if the business of the applicant is a corporation, any of the partners, if the applicant is a partnership, has not within five (5) years prior to the date of application been convicted of a felony or of any ordinance or misdemeanor involving moral turpitude, prostitution or any crime of a sexual nature, subject to the provisions of § 111.335, Wis. Stats.”

SECTION 7: §170-6. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-6. Display of escort service license.

The escort service license shall be displayed in a conspicuous public place in the escort service’s place of business.”

SECTION 8: §170-7. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-7. Escort license required for employees.

A. No person may work or perform services as an escort in the City, either individually or while working for an escort service, unless the person has first obtained a valid escort license issued under this chapter.

B. All persons working or performing services as an escort in the City at the time of the passage of this section shall submit an application for a license within sixty (60) days of the adoption of this section.

C. This section shall not apply to persons who are on the premises used as an escort service exclusively for the repair or maintenance of the premises or equipment on the premises or for the delivery of goods to the premises.”

SECTION 9: §170-8. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-8. Escort license application.

A. Any person desiring to obtain an escort license shall pay the required fee of two hundred fifty dollars (\$250) to defray the costs of administration and investigation of the application.

B. Any person desiring an escort license shall file a written application with the City Clerk on a form to be provided by the City Clerk’s Office. The information provided to the City Clerk shall be provided under

oath. Any applicant for an escort license shall furnish all information required by §170-4, above.

C. Applications for an escort license shall be referred to the Police Chief who shall cause an investigation to be made of the applicant and report the findings of the investigation to the License Committee of the Common Council within ten (10) days of receipt of notice from the City Clerk.

D. Within thirty (30) days of receiving an application for an escort license, the Common Council shall grant or deny a license to the applicant upon a recommendation of the License Committee. The City Clerk shall notify the applicant whether the application is granted or denied.

E. Whenever an application is denied, the City Clerk shall advise the applicant, in writing, of the reasons for such action. If the applicant requests a hearing within ten (10) days of receipt of notification of denial, a public hearing shall be held within ten (10) days thereafter before the Common Council or its designee.

F. Failure or refusal of the applicant to give any information relevant to the application, failure or refusal to appear at any reasonable time and place for examination under oath regarding the application or refusal to submit to or cooperate with regard to any information required by this section shall constitute an admission by the applicant that he is ineligible for such license and shall be grounds for denial.”

SECTION 10:

§170-9. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-9. Escort license; issuance standards.

The Common Council shall issue an escort license if, upon recommendation by the Licensing Committee, it finds that:

A. The required fee has been paid;

B. The application conforms in all respects to this chapter;

C. The applicant has not knowingly made a material misstatement in the application;

D. The applicant has fully cooperated in the investigation of his application;

E. The applicant has not had an escort license or permit or other similar license or permit revoked or suspended in this state or any other state within three (3) years prior to the date of application;

F. The applicant is at least eighteen (18) years of age; and

G. All applicants, if an individual, all shareholders, officers, agents and directors of a corporation having a significant responsibility for management, if the business of the applicant is a corporation or all partners including limited partners, if the applicant is a partnership, has not within five (5) years prior to the date of application been convicted

of a felony or of any ordinance or misdemeanor involving moral turpitude, prostitution or of any crime of a sexual nature, subject to the provisions of § 111.335, Wis. Stats.”

SECTION 11: §170-10. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-10. Display of escort license.

A. The City Clerk shall issue an escort license on which there shall be the applicant’s true first name, surname and middle initial, if any; the picture of the applicant; and the license number and the expiration date of the license. The license shall be in such form as to avoid alteration.

B. The certificate shall be carried on the person of the escort and shall be exhibited to any person, including law enforcement personnel, requesting to see it at any time while the person is engaged in acting as an escort.”

SECTION 12: §170-11. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-11. Restrictions on corporate licenses.

Any corporation holding an escort service license under this chapter shall report to the City Clerk, in writing, within fifteen (15) days of the event described herein, any of the following:

A. Any change of officers of the corporation.

B. Any change in the membership of the board of directors of the corporation.”

SECTION 13: §170-12. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-12. Sale or transfer of interest in escort service.

Upon the sale or transfer of any interest in an escort service, the license shall be void. Any person desiring to continue to operate an escort service following sale or transfer shall apply for a license. No license may be transferred to any other person.”

SECTION 14: §170-13. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-13. Responsibilities of licensees.

A. Every act or omission by an employee constituting a violation of the provisions of this chapter shall be deemed the act or omission of the escort service operator if such act or omission occurs either with the authorization, knowledge or approval of the operator, or as a result of the operator’s negligent failure to supervise the employee’s conduct. The operator shall be punishable for such act or omission in the same manner as if the operator committed the act or caused the omission.

B. Every act or omission by an escort, regardless of whether the escorts are employees, agents or independent contractors, shall be deemed the act or omission of the escort service operator if such act or omission occurs either with the authorization, knowledge or approval of the operator, or as a result of the operator's negligent failure to supervise the escort's conduct. The operator shall be punishable for such act or omission in the same manner as if the operator caused such act or omission.

C. No escort service operator may allow or permit any person to work as an escort for such escort service unless the person so employed has a valid escort license issued by the City.

D. No escort may work for any escort service operator unless the escort service operator has a valid escort service license issued by the City.

E. No escort service may conduct any business without maintaining on its premises a daily register containing the name of each escort currently employed or otherwise working for the escort service on the date in question, a duplicate of the escort license certified required under §170-7, above, and the actual hours of employment of each escort for each day. The daily register shall be available during all business hours for inspection by law enforcement personnel.

F. No person licensed as an escort or escort service may in any manner advertise its services as licensed by the City.

G. No person shall escort or agree to escort a person under the age of eighteen (18) years."

SECTION 15: §170-14. of the Municipal Code of the City of Franklin is hereby created to read as follows:

"§170-14. License renewal.

A. Every license issued pursuant to this section expires annually on December 31 and must be renewed by January 1. All applications for the renewal of escort license issued by the City shall be filed with the City Clerk's Office on a form to be provided by the City Clerk no later than sixty (60) days prior to the expiration of the license. The renewal application shall contain such information and data, given under oath or affirmation, as is required for an application for a new license. Applications to renew licenses shall be processed by the City in the same fashion as new applicants.

B. A license renewal fee of two hundred fifty dollars (\$250) shall be submitted with the renewal application. In addition to the renewal fee, a late penalty of one hundred dollars (\$100.00) shall be assessed against any applicant who files for renewal less than sixty (60) days before the license expires. If the application for renewal is denied, one-half of the total fees collected shall be returned."

SECTION 16: §170-15. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-15. Suspension or revocation of license.

A. Any escort service or escort license may be suspended for not more than ninety (90) days or revoked by the Common Council for any of the following reasons:

(1) Any of the grounds that would warrant the denial of the original application for the license;

(2) Discovery that false or misleading information or data was given on any application or material facts were omitted from any application;

(3) The operator or any employee of the operator or any escort employed by the operator violates any provision of this section or any rules or regulations adopted by the Common Council pursuant to this chapter; provided, however, that in the case of a first offense by an operator where the conduct was solely that of an employee or escort, the penalty shall not exceed a suspension of thirty (30) days if the Common Council shall find that the operator had no actual or constructive knowledge of such violation and could not, by the exercise of due diligence, have had such actual or constructive knowledge;

(4) The license becomes ineligible to obtain a license or permit; or

(5) Any cost or fee required to be paid by this chapter is not paid.

B. An escort service or escort license may be suspended or revoked after notice and hearing before the Common Council to determine if grounds for such suspension or revocation exist. Notice of the hearing shall be in writing and may be served by certified mail addressed to the licensee at the current address of the licensee on file with the City Clerk's Office. The notice shall be served at least ten (10) days prior to the date of hearing. The notice shall state the grounds of the complaint against the licensee and shall designate the time and place where the hearing will be held. At the hearing, the licensee shall be entitled to be represented by counsel, may call witnesses in his or her behalf and may cross-examine witnesses called to support the charges brought against the licensee. If the Common Council finds the charges sufficient, the license may be suspended, revoked or not renewed. The licensee shall be provided a written transcript of the hearing at this or her expense. The Common Council shall provide the licensee with a copy of the written determination within five (5) days of completion of the hearing. Judicial review of the Common Council's determination shall be governed by § 68.13, Wis. Stats. If the licensee makes a timely appeal, no suspension, revocation or nonrenewal shall be effective until a final judicial determination is rendered.

C. Any operator whose license is revoked shall not be eligible to receive license for one year from the date of revocation. No location or

premises for which a license has been issued shall be used as an escort service for six (6) months from the date of revocation of the license.”

SECTION 17: §170-16. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-16. Massage Therapists and Bodyworkers.
Massage therapists and bodyworkers certified by the State of Wisconsin must display a certification in a conspicuous space within the massage business so that the same may be readily seen by persons entering the premises. As a condition of the certificate, the person holding the certificate must permit City employees, without notice, to inspect the premises at any time during business hours. Every massage therapist performing off-site massage therapy shall carry his or her certificate issued by the State of Wisconsin with him or her.”

SECTION 18: §170-17. of the Municipal Code of the City of Franklin is hereby created to read as follows:

“§170-17. Penalties.
Any person who violates any provision of this chapter shall, upon conviction, be subject to a forfeiture of not less than five hundred dollars (\$500) and not more than two thousand dollars (\$2,000).”

SECTION 19: 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 20: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 21: 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 _____, 2014, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

Stephen R. Olson, Mayor

ORDINANCE NO. 2014-_____

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ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____