

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/20/2016</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Letter from Max Fonsing Appealing Noxious Weed Determination for Property Located at 7730 W. Terrace Drive</p>	<p>ITEM NUMBER</p> <p><i>G, 13,</i></p>

Attached is a letter from Max Fonsing appealing the determination by the Weed Commissioner of noxious weeds on the property located at 7730 W. Terrace Drive.

Franklin Municipal Code § 178-3.F.(5) provides for appeals of such determination (see attached). Alderman Dan Mayer has provided notice to the City Clerk that he will not mediate the dispute; therefore, the objection and request are now before the Common Council for their determination.

COUNCIL ACTION REQUESTED

As directed by the Common Council.

WEED CUTTING REQUEST

Date: 8-8-16

REQUIRED: Complainants Name: _____

REQUIRED: Complainants Address: _____

REQUIRED: Complainants Phone #: _____

Property Location: Property Between Pick n Save & Cedar Ridge Ct

Call taken by or complaint referred by: _____

Inspected On: _____

Tax Key No.: 758-0198-000

Address where weeds are: 7130 W Terrace Drive

Owner's Name: Brighton Investment Properties LLC

Owner's Address: 1410 Abbey Trace Drive

Certified Letter Sent: _____

Dover, Florida 33527

Clerk's Office initials _____

NOTE FROM WEED COMMISSIONER

The property has weeds overgrown with small trees - someone is dumping brush and grass grass clipping - its a landscaping company - They come off the back side of Terrace



#69

CERTIFIED MAIL 7012 3460 0001 4171 2605

Brighton Investment Properties LLC
1810 Abbey Trace Dr
Dover, FL, 33527

Date: August 25, 2016

Subject: Property located at: 7730 W Terrace Dr

Tax Key No: 755-0198-000

Offense Number: C20160286

**IF YOU NO LONGER OWN THIS
PROPERTY, PLEASE CALL THE CITY
CLERK'S OFFICE AT 414.425.7500
IMMEDIATELY.**

NOTICE

This is to inform you that it has been noted that noxious weeds are growing on the subject property in violation of City Codes. It is required that noxious weeds be destroyed by cutting before reaching a height of 18" on undeveloped lands or 6" in platted subdivisions.

Please arrange to destroy weeds and/or clean debris within five business days of the date of this notice. Failure to do so will result in City destroying the weeds and cleaning up any hazardous debris, and assessing you the cost plus an administrative charge of \$35.00.

It is important that you make arrangements to insure that there are no further violations as these will be rectified by the City and assessed against this property without further notice.

If you no longer own this property, please contact this office immediately.

Sandra L. Wesolowski
Director of Clerk's Services/City Clerk

cc: Gene Ninnemann, Weed Commissioner

Chapter 178

NUISANCES

- | | |
|---|---|
| § 178-1. Public nuisances prohibited. | § 178-5. Public nuisances affecting peace and safety. |
| § 178-2. Public nuisance defined. | § 178-6. Dutch Elm Disease. |
| § 178-3. Public nuisances affecting health. | § 178-7. Storage and parking regulated. |
| § 178-4. Public nuisances offending morals and decency. | § 178-8. Abatement of public nuisances. |
| | § 178-9. Costs. |
| | § 178-10. Violations and penalties. |

[HISTORY: Adopted by the Common Council of the City of Franklin 8-5-1997 by Ord. No. 97-1461 as Ch. 11 of the 1997 Code. Amendments noted where applicable.]

GENERAL REFERENCES

Orderly conduct — See Ch. 183.

Rat control — See Ch. 195.

Solid waste — See Ch. 218.

Streets and sidewalks — See Ch. 222.

Vending machines — See Ch. 249.

§ 178-1. Public nuisances prohibited.

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the City.

§ 178-2. Public nuisance defined. [Amended 11-13-2012 by Ord. No. 2012-2097]

A public nuisance is a thing, act, occupation, condition or use of property, or property or premises upon which its occupant(s) commit public nuisances, which shall continue for such length of time as to:

- A. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public.
- B. In any way render the public insecure in life or in the use of property.
- C. Greatly offend the public morals or decency.
- D. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way or the use of public property.
- E. Require a disproportionate amount of City services including police, fire and inspection services.

§ 178-3. Public nuisances affecting health.

The following acts, omissions, places, conditions and things are hereby specifically declared to be public health nuisances, but such enumeration shall not be construed to exclude other health nuisances coming within the definition of § 178-2:

- A. Adulterated food. All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public.¹
- B. Unburied carcasses. Carcasses of animals, birds or fowl not intended for human consumption or food which are not buried or otherwise disposed of in a sanitary manner within 24 hours after death.
- C. Breeding places for vermin, etc. Accumulations of decayed animals or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed.
- D. Stagnant water. All stagnant water, in which mosquitoes, flies or other insects can multiply.
- E. Privy vaults and garbage cans. Privy vaults and garbage cans which are not flytight.
- F. Noxious weeds. [Amended 6-22-1999 by Ord. No. 99-1560; 4-18-2000 by Ord. No. 2000-1598; 7-9-2002 by Ord. No. 2002-1720]

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- (1) Purpose. The purpose of this subsection is to promote the preservation, restoration and management of native plant communities and wildlife habitats within the City limits, while recognizing that landowners may have an interest in maintaining managed turf grass landscapes. The use of wildflowers and native plants in managed landscape design is encouraged; is economical; reduces maintenance; conserves water and soil; reduces use of pesticides, herbicides, and fertilizers; sustains butterflies, birds, and other wildlife; and preserves rapidly disappearing species.
 - (2) Definitions. As used in this subsection, the following terms shall have the meanings indicated:

DESTROY — The complete killing of weeds or the killing of weed plants above the surface of the ground by the use of chemicals, cutting, tillage, cropping system, pasturing livestock, or any or all of these in effective combination, at a time and in a manner as will effectually prevent the weed plants from maturing to the bloom or flower stage.

NOXIOUS WEEDS — Canada thistle, leafy spurge and field bindweed (creeping Jenny) and such other vegetative material as is set forth under this definition. The growth of noninvasive native plants, including but not limited to ferns, grasses, forbs, aquatic plants, trees and shrubs in a managed and maintained landscape is

1. Editor's Note: See also Ch. 138, Food and Drink Establishments, Camps and Campgrounds, Swimming Pools, Hotels, and Vending Machines.

permitted under this Subsection F, provided such plants were not obtained, planted or maintained in violation of any federal, state or other local law and further provided that such landscape or vegetated area is not unmanaged in appearance or overgrown, when such growth indicates a condition of neglect that may adversely affect human health, safety or welfare or property values, the latter conditions of illegal or unmanaged growth constituting noxious weeds. All noxious weeds shall be kept cut to a height not to exceed 18 inches, and in platted subdivisions which have buildings on more than 50% of the lots, noxious weeds shall be kept cut to a height of not to exceed six inches. Noxious weeds also include: Bull thistle (*Cirsium vulgare*), Crown Vetch (*Coronilla Varia*), Queen Anne's Lace (*Daucus carota*), Purple loosestrife (*Lythrum salicaria*) Garlic mustard (*Alliaria petiolata*), White sweetclover (*Melilotus alba*), Yellow sweetclover (*Melilotus officinalis*), Periwinkle (myrtle) (*Vinca Minor*), Teasel (*Dipsacus sylvestris*), Common burdock (*Actium miunus*) and Giant burdock (*Actium lappa*). [Amended 9-24-2002 by Ord. No. 2002-1726]

PERSON — Every individual, association, firm, corporation or entity of any kind whatsoever.

SUBNOXIOUS WEEDS — Plants which have the potential to invade wild areas, out-compete native species and degrade habitats. Subnoxious weeds are prohibited within any landscape plan as may be required by the City of Franklin Unified Development Ordinance; however, the removal or destruction of existing subnoxious weeds by a landowner is encouraged, but not required. Subnoxious weeds include: Autumn olive (*Elaeagnus umbellata*), Barberry (*Berberis spp.*), Multiflora Rose (*Rosa multiflora*), Buckthorn Common buckthorn (*Rhamnus cathartica*), Glossy "Tall hedge" buckthorn (*Rhamnus frangula*), European alder (*Alnus glutinosa*), Privet (*Ligustrum vulgare*), Siberian elm (*Ulmus pumila*), Norway maple (*Acer platanoides*) and European honeysuckle (*Lonicera tartarica*, *L. japonica*, *L. maakii*, *L. morrowi*, *L. x-morrowi*, *L. x-bella* and their cultivars).

- (3) Destruction required. Every person shall destroy all noxious weeds on land which such person owns, occupies or controls.
- (4) Enforcement.
 - (a) Weed Commissioner appointment. Annually on or before May 15, the Mayor shall appoint a Weed Commissioner for each aldermanic district. If an Alderperson wishes to be the Weed Commissioner for that district, the Mayor shall appoint the Alderperson.
 - (b) Weed Commissioner's duties. The Mayor delegates to the City Clerk the responsibility to annually publish on or before May 15 a Class 2 notice under Ch. 985, Wis. Stats., that every person is required to destroy noxious weeds on land within his or her control, ownership or occupancy. The Weed Commissioner shall carefully investigate the existence of noxious weeds and cause such noxious weeds to be destroyed by cutting. The Weed Commissioner may also be the weed cutter. The Weed Commissioner and/or

cutter is authorized to enter upon any lands not exempt under § 66.0407(5), Wis. Stats., pursuant to § 66.0517(3), Wis. Stats.

(c) Procedure. Upon discovering the existence of noxious weeds, the Weed Commissioner may notify the office of the Clerk to give five days' written notice by mail to the owner or occupant of the land containing noxious weeds to destroy such weeds. If such weeds are not destroyed after five days, the Weed Commissioner shall cause all noxious weeds on the identified land to be destroyed by cutting. The cutter shall keep a written record of the time devoted to weed destruction for each parcel of land.

(d) Payment. The cutter shall make and present to the City Clerk an account verified by oath and approved by the Weed Commissioner. The account shall specify by separate items the hours and amount chargeable to each parcel of land. For private land, the City shall enter the amount chargeable and an investigative notice charge of \$35 to each parcel of land in the tax roll as a tax on the land, which shall be collected as a tax. For public land, the City may collect the amount due by other available means. [Amended 4-2-2013 by Ord. No. 2013-2104]

(e) Certain complaints prohibited. No person shall make or aid and abet in the making of a written or oral complaint to the City or the Weed Commissioner under this Subsection F with the intent to obtain weed cutting work for monetary compensation for the person or for a person other than the Weed Commissioner. Any person violating this Subsection F(4)(e) shall be subject to the penalty provision set forth under § 1-19 of the Municipal Code.



(5) Appeals. A person owning, occupying or controlling land which is the subject of a determination of the existence of noxious weeds by the Weed Commissioner may object to and appeal such determination. Such person shall have a right of appeal, provided that the person files a written objection and request for an appeal with the City Clerk within three days of the date of the notice to the person to destroy weeds set forth under Subsection F(4)(c), above. Upon receipt of the written objection and request for appeal, the City Clerk shall deliver copies of the objection and request to the Weed Commissioner and the Alderperson of the district in which the property is located. The Alderperson may attempt to mediate the dispute, and upon notice from the Alderperson to the City Clerk that the Alderperson will not mediate the dispute or that mediation has failed or upon the expiration of five days from the date of delivery without notice that the dispute has been resolved, the City Clerk shall place the objection and request upon an agenda for Common Council determination. The person appealing shall provide written and photographic or video evidence to the Common Council that the subject vegetation is not noxious weeds and the burden of proof of such issue shall be on the appellant.

G. Water pollution. The pollution of any public well or cistern, stream, lake, canal or other body of water by sewage creamery or industrial wastes or other substances.

H. Noxious odors etc. Any use of property, substances or things within the City emitting or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, gases,

Shirley Roberts

From: Daniel Mayer
Sent: Wednesday, September 07, 2016 11:11 AM
To: Shirley Roberts
Subject: RE: Appeal for Weed Complaint at 7730 W. Terrace Drive

Good Morning Shirley,

I'm not going to mediate this. I will go along with whatever the Weed Commissioner determines.

If it is just vacant land, I guess there is nothing to complain about. The Cotton Woods and the pile of wood were the source of the first complaints. Not sure what else you need from me. Let me know.

Thanks,
Dan

From: Shirley Roberts
Sent: Thursday, September 01, 2016 11:28 AM
To: Daniel Mayer
Cc: Sandi Wesolowski
Subject: Appeal for Weed Complaint at 7730 W. Terrace Drive

Dan, attached to this email is a copy of the weed ordinance ch. 178 and a copy of a letter I received today regarding the property owner appealing the complaint. Pursuant to section (5), please review the appeal process. If you have any other questions, please let me know.

Shirley Roberts, Deputy
City Clerk
City of Franklin
City Clerk's Office
9229 West Loomis Road
Franklin, WI 53132
sroberts@franklinwi.gov
Phone: 414-425-7500
Fax: 414-425-6428

Sandi Wesolowski

Subject: FW: Franklin Notice for noxious weeds

From: MAX FONSIING [mailto:mfonsing@yahoo.com]

Sent: Wednesday, August 31, 2016 8:32 AM

Dear Sandra Wesolowski,

I am writing in response to the Notice sent to me regarding the Noxious weeds on my property at 7730 W Terrace Drive, Franklin, WI. I currently live in Florida and to deal with all the notices is not easy. Speaking to one of your colleagues on the phone recently, [REDACTED]. I understand that there is regulation for Noxious weeds to be removed and you are enforcing the regulation. I totally agree with the action. Having said that, I have several points I want you to be aware of in my defense.

1. This is the third notice/ code violation in the past 2 years I have received from the City of Franklin. [REDACTED]. The first one in 8/2014 was for Cotton trees causing potential health problems and I cut the trees down. The second one in 5/2016 was for the debris of the cotton trees that was cut down 2 years ago. I promptly cleared the debris. Now, the third one is for weeds on my property. It is not a health hazard by any means. See below an extract from the code book.

"Noxious weeds.

[Amended 6-22-1999 by Ord. No. 99-1560; 4-18-2000 by Ord. No. 2000-1598; 7-9-2002 by Ord. No. 2002-1720]

(1)

Purpose. The purpose of this subsection is to promote the preservation, restoration and management of native plant communities and wildlife habitats within the City limits, while recognizing that landowners may have an interest in maintaining managed turf grass landscapes. The use of wildflowers and native plants in managed landscape design is encouraged; is economical; reduces maintenance; conserves water and soil; reduces use of pesticides, herbicides, and fertilizers; sustains butterflies, birds, and other wildlife; and preserves rapidly disappearing species."

If the weeds are a nuisance, then all the owners of vacant lands in Franklin should be served the same notice, starting with the owners of the land for the Ball Park Commons project.

And in 1 month time, the weeds will be dying and every year the weeds will be growing and dying. It will be the same problem which had never been an issue for the past many years before. Soon that area will be developed as planned and the weeds will not be an issue at all. Why is it so important to get rid of the weeds NOW?

2. [REDACTED] complaining about the weeds on my 5 acres land not for health reason but for environmental reason (I presume), then [REDACTED] not complaining about the adjacent vacant land next to mine and [REDACTED] which is 50 acres and has much more weeds growing on it. Is this a direct complaint against me personally?

3.

4. Also I was not aware that Whitnall Park Terrace condominium has been trespassing on my land for many years until I was served the first notice in 8/2014. The grass all along the south side of my land adjacent to the Whitnall Park subdivision has been maintained very well. Satellite pictures confirmed that.

. I sent the management of the condo association a letter notifying them to stay off my land and it was confirmed that it was forwarded to the President of the association. knew full well that they were committing an offence. I did not take any action until recently when I was served with the second notice. On 6/2016, I seeked advice from the Franklin Police Department and they immediately sent a patrol car to the site to investigate. He confirmed that my lawn adjacent to the Whitnall Park Terrace were recently cut, suggesting that the management of the condo association has been trespassing on my land 2 years after I had warned them to keep off my land.

You would think why I am telling you that information. It is because

was fully aware of the trespassing and continually has been breaking the law.

I may press charges of trespassing if I am forced to.

Therefore, in my defense, I object to the notice sent to me regarding the noxious weeds. I would like to come to an arrangement to resolve this issue in a friendly manner.

Regards,

Max Fonsing

Sandi Wesolowski

Subject: FW: Picture from Franklin land

From: Mfonsing [<mailto:mfonsing@yahoo.com>]

Sent: Monday, September 12, 2016 3:01 PM

To: Shirley Roberts

Subject: Fwd: Picture from Franklin land

Hi Shirley,

I managed to get some pictures from the landscaper who was clearing the woods on my land 2 months ago. The pictures show the area where my neighbors have been trespassing on my land. You would think I have been cutting the lawn weekly but I have not been there for 8 years!!!

Please add those pictures to my file. Thank you.

Max FonSing

Begin forwarded message:

From: Wayne Knautz <waynesstumpremoval@yahoo.com>

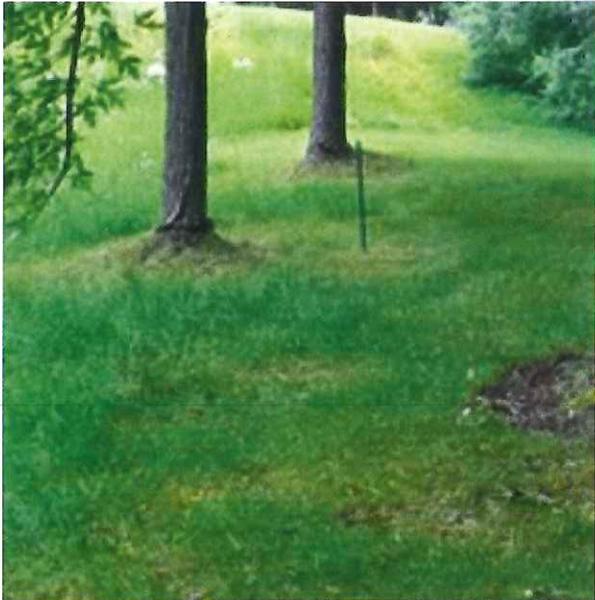
Date: September 12, 2016 at 5:22:54 AM EDT

To: MAX FONSSING <mfonsing@yahoo.com>

Subject: Picture from Franklin land

Reply-To: "waynesstumpremoval@yahoo.com" <waynesstumpremoval@yahoo.com>





Hi Max,

Here are the pictures that Wayne took for you.
Please let me know if these came through to you. I tried 3 different ways and am hoping this one works.

Thanks,

Pam





Sandi Wesolowski

Subject: FW: Franklin Noxious weed

From: MAX FONSSING [mailto:mfonsing@yahoo.com]

Sent: Thursday, September 15, 2016 6:01 PM

To: Shirley Roberts

Subject: Franklin Noxious weed

Dear Sir/Madam,

I would like to give an update on the appeal for my case.

I tried to reach out to the President of Whitnall Park Terrace condo association because they have been trespassing on my land and [REDACTED]. I explained that I wanted to reach out to the current President in order to come to an agreement about the use of my land [REDACTED]. He told me to speak to the management company who manages their property. I told him that 2 years ago I was told the same thing and all they did was to forward the email to the president and never heard anything back. And they still continued to trespass my property. I insisted to [REDACTED] that I prefer to speak to the President directly and he then told me to speak to either Jerry Schaeffer or one of his colleagues at City of Franklin to mediate on this problem. I politely told him that I wanted to mediate directly with the President and not use an intermediary person [REDACTED]. He said he will give my info to the President to call me back. He then said that he would not be available the following week since he would be out of town. I waited patiently for 1 week and never received a call from them.

[REDACTED]. I want to appeal for a delay in cutting the weeds till next spring since in a few weeks time there will be no weeds around when the cold weather comes and [REDACTED] and I am living in Florida. I am even willing to speak to you in person by teleconference during the Council meeting on September 20th to answer any questions. I can be reached at 813-2159399.

I would really appreciate your support and understanding in my effort [REDACTED].

Thank you very much.

Max Fonsing

Sandi Wesolowski

Subject: FW: Franklin Noxious weeds 2

From: MAX FONSSING [mailto:mfonsing@yahoo.com]

Sent: Friday, September 16, 2016 5:43 AM

To: Shirley Roberts

Subject: Franklin Noxious weeds 2

Dear Sir/Madam,

I would like an addendum to the email I sent before.

If my appeal fails, I would like to consider the logic of this notice. The Noxious weeds does not affect the [REDACTED] health but it is more of an environmental issue as by the definition in your code book.

Noxious weeds.

[Amended 6-22-1999 by Ord. No. 99-1560; 4-18-2000 by Ord. No. 2000-1598; 7-9-2002 by Ord. No. 2002-1720]

(1)

Purpose. The purpose of this subsection is to promote the preservation, restoration and management of native plant communities and wildlife habitats within the City limits, while recognizing that landowners may have an interest in maintaining managed turf grass landscapes. The use of wildflowers and native plants in managed landscape design is encouraged; is economical; reduces maintenance; conserves water and soil; reduces use of pesticides, herbicides, and fertilizers; sustains butterflies, birds, and other wildlife; and preserves rapidly disappearing species.

[REDACTED]
the land is owned by the association, not by individual owner.

[REDACTED] complaining in general about the weeds in the City of Franklin [REDACTED] has a specific problem with me personally. Also if the weeds on my land is affecting the lawn on the Association property, then the 50 acres of vacant land next to them should also be penalized since my land is only 5 acres and more weeds are coming from the 50 acres land. Also the weeds on the Association property should not an issue since they cut the lawn weekly anyway [REDACTED]
[REDACTED].

My point is the complaint about the weeds is very futile and personal. I feel that the City of Franklin needs to clarify with [REDACTED] about his complaint. Why [REDACTED] complaining about the weeds on my land when all the vacant lands in the City of Franklin have weeds? [REDACTED] person does not represent the condo association who owns the land next to my lot. Therefore, [REDACTED] only complain about the weeds in general, which means all the weeds in Franklin. There will be a big implication if the City of Franklin has to apply that notice to all land owners in Franklin.

Thank you again for reviewing my case.

Max Fonsing

Shirley Roberts

From: Mfonsing [mfonsing@yahoo.com]
Sent: Friday, September 16, 2016 5:57 AM
To: Shirley Roberts
Subject: Fwd: Franklin land closeup
Attachments: Franklin Land.pdf; ATT00001.htm; closeup map Franklin land.pdf; ATT00002.htm

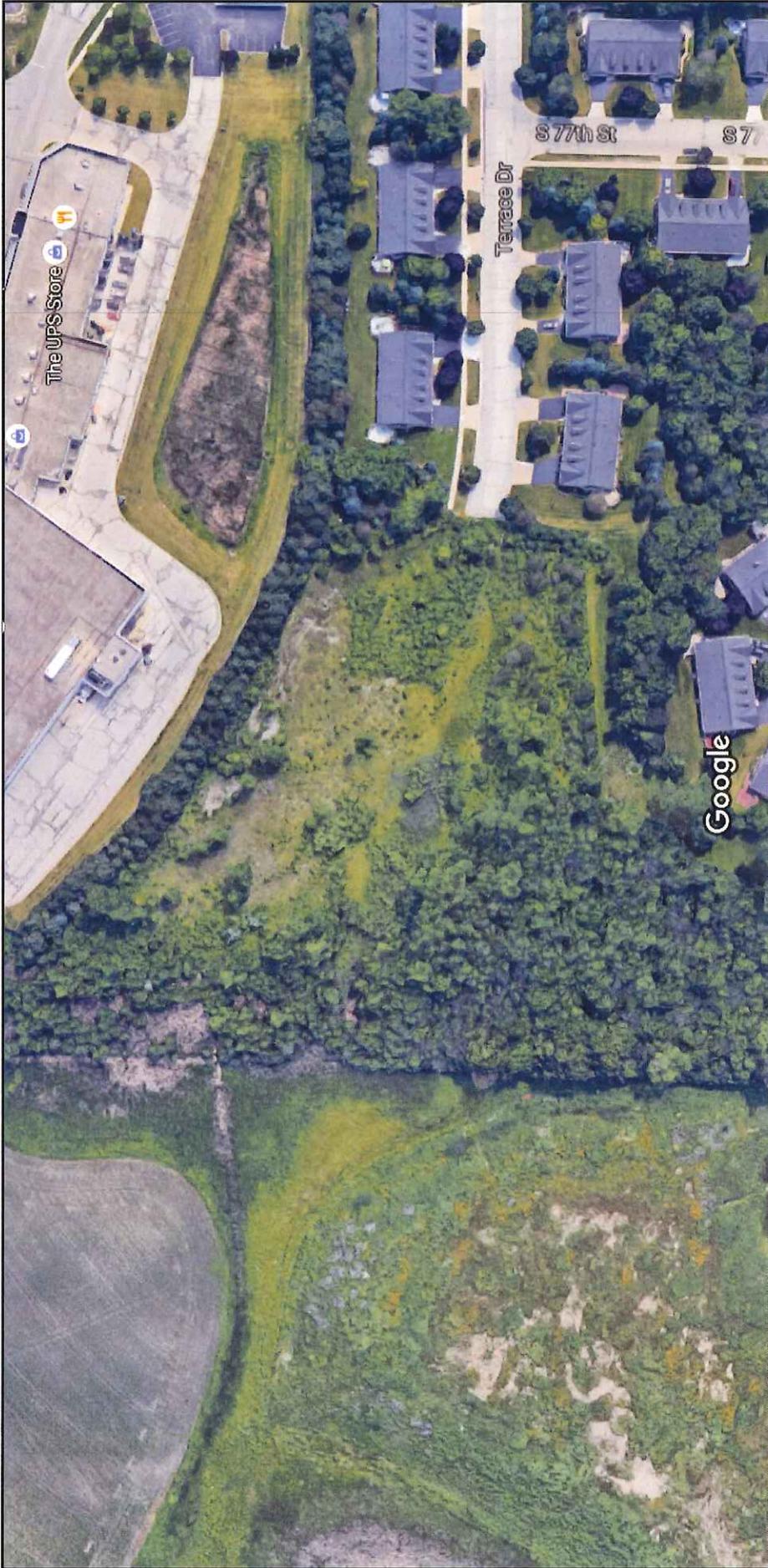
Please find attached an aerial view of my land in Franklin. The Whitnall Park Terrace Condominiums are on the Right and bottom of the page.

Max FonSing

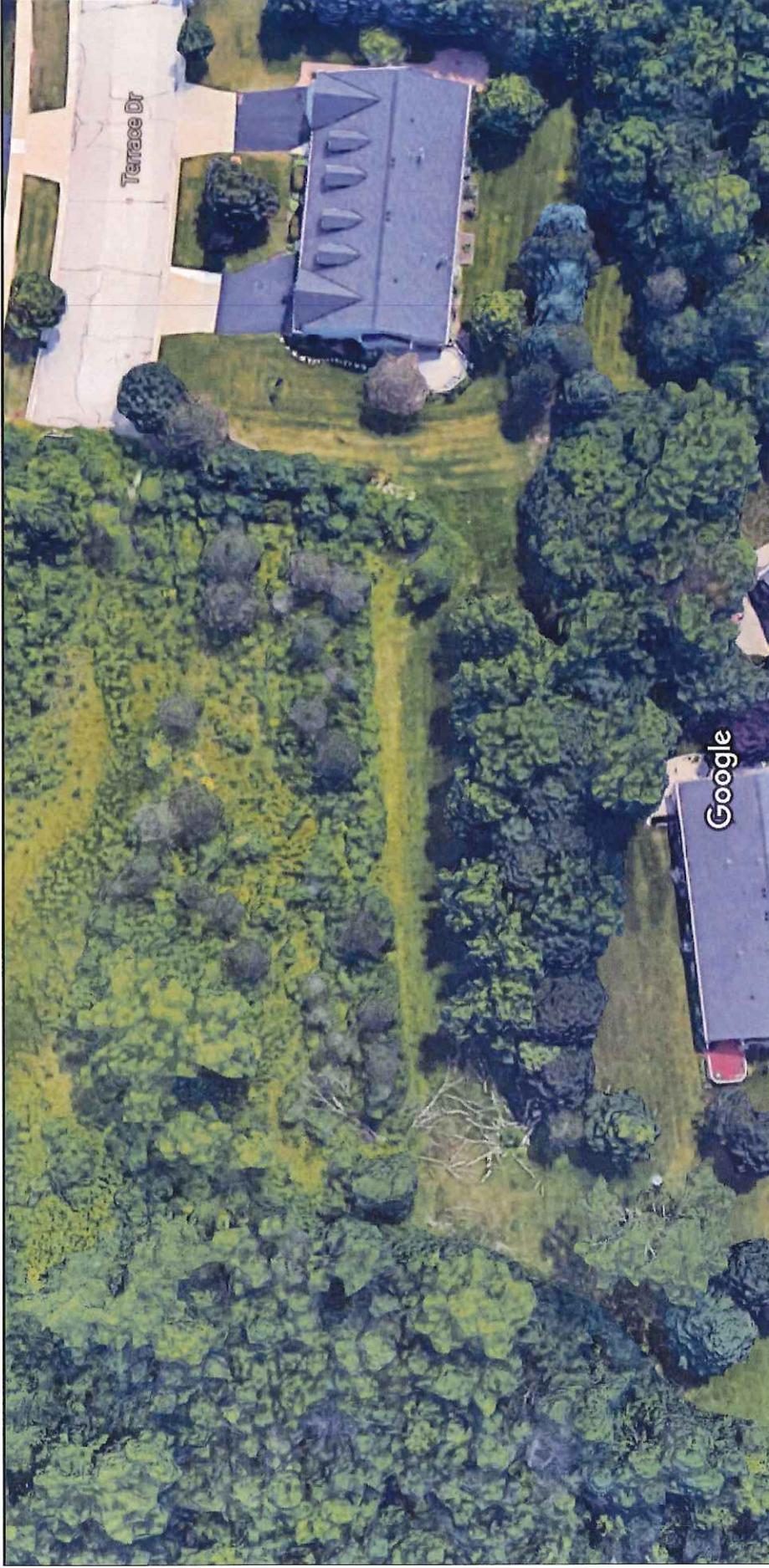
Begin forwarded message:

From: MAX FONSGING <mfonsing@yahoo.com>
Date: September 9, 2016 at 7:32:29 PM EDT
To: Max Fonsing <mfonsing@yahoo.com>
Subject: Franklin land closeup
Reply-To: MAX FONSGING <mfonsing@yahoo.com>

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Imagery ©2016 Google, Map data ©2016 Google 100 ft



Imagery ©2016 Google, Map data ©2016 Google 50 ft

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/20/2016
Reports and Recommendations	Motion to authorize the Director of Health and Human Services to execute a CONTACT TO ADMINISTER THE RETAIL FOOD AND RECREATION PROGRAMS FOR THE WI DEPARTMENT OF AGRICULTURE, TRADE, AND HUMAN PROTECTION	ITEM NUMBER <i>G.14.</i>

Background: Since 2007 the health department has been a local agent for inspection services and maintained separate agreements with the WI Department of Health Services (DHS) and the WI Department of Agriculture, Trade, and Consumer Protection (DATCP). A merger of the food safety section in DHS into the Division of Food Safety of the DATCP was completed at the state level on July 1, 2016. The new DATCP division is called the Division of Food and Recreational Safety. As anticipated, on August 15th a new contract was received for local execution by health department agents throughout Wisconsin. The state has established a timeline for the new contracts to be signed by January 15, 2017. The DATCP contract would extend until June 30, 2019. Without a contract agreement, the current contracts will be terminated no later than June 30, 2017. The purpose of this council action sheet is a motion to authorize the health department director to sign the agent city contract with DATCP.

Analysis: The Franklin Health Department has been an agent city in good standing with DHS and DATCP for the past 10 years. Local infrastructure has been created to license and to inspect all permitted establishments. In addition the health department has completed all required trainings, self-assessments, standardizations, and state mandated evaluations. The health department director and city sanitarian have carefully reviewed the new contract. Contractual enhancements can be completed with the proposed timeline. Contractual changes will require some Policy & Procedure revisions and updates to the retail food and recreation program statute references in city ordinance. Local permitted establishments should not notice any license changes and no fee increases are recommended at this time.

- Options:**
1. Authorize the Director of Health and Human Services to sign DATCP contract.
 2. Decline DATCP contract and end agent city inspection service agreement.
 3. Table or postpone contract execution pending review by the city attorney.

Recommendation: The Director of Health and Human Services recommends maintaining the local inspection services provided by the health department and entering into the contractual agreement with DATCP.

Fiscal Note: The new contract with DATCP is primarily an administrative necessity based on a merger of 2 state agencies. Local service is essentially unaltered. Required changes in policy and procedure manual can be completed by existing staff and available resources.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services request a motion to authorize him to sign the contract of administer the retail food and recreational programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

**CONTRACT TO ADMINISTER THE
RETAIL FOOD AND RECREATIONAL PROGRAMS
FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION**

This Contract is made between the **Wisconsin Department of Agriculture, Trade and Consumer Protection** ("the Department") and **City of Franklin Health Department** ("the Agent"), pursuant to Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74, authorizing the Department to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the Department's local agent to administer the retail food and recreational establishment program. The Department designates and authorizes **City of Franklin Health Department** to act as the Department's agent for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code.

The Agent's jurisdiction under this Contract includes the following geographic area(s): City of Franklin.

This Contract shall run from July 1, 2016 to June 30, 2019 and shall remain in effect, unless specifically terminated, revoked or suspended under Section XIV. The Department shall issue contracts, for future contract periods, to the Agent by January 1st of the last year of the current contract. The Agent shall commit to continue as the Department's Agent for the future contract period, by signing and returning the contract by March 1st of the last year of the current contract.

The Agent hereby agrees to protect public health and safety, as the agent of the Department under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATCP 74, and the terms and conditions of this Contract. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments (including restaurants), campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this Contract, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated Department policies including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATCP 72 (Hotel, Motel and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the Department.

The Department agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATCP 74, and this Contract.

This Contract incorporates any amendments to the statutes or administrative rules cited in this Contract, as well as any additional statutes or rules, related to retail food and recreational establishment licensing that may be enacted or adopted during the term of this Contract. The

Agent agrees that all of its obligations under this Contract include any of these amendments, enactments or adoptions.

I. DEFINITIONS

- A. **The Agent** means the local public health department (LPHD) operating under the terms of this Contract, unless the context indicates it means any local public health department acting as the Department's agent under Wis. Stat. §§ 97.41 and 97.615.
- B. **Agent Program Plan** means the plan developed by the Agent for the administration of the agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated agent status.
- C. **Agent Standard** means a member of the Agent's inspection staff, responsible for leading standardization exercises for the environmental health inspection personnel in the Agent's jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the Department.
- D. **Complaint** means an allegation, presented to an Agent or the Department, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code or a local public health ordinance or regulation.
- E. **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. § 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.
- F. **The Department** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- G. **Enforcement Action** means a statutorily-authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes, Administrative Code, local public health ordinance or regulation. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, suspension or revocation of a license.
- H. **Establishment** or **Facility** means a retail food establishment; hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction.
- I. **Fiscal Year** means the period from July 1 through June 30 of each year.

- J. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.
- K. **Foodborne Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.
- L. **Inspection Fee** means a fee charged by the Department or the Agent, for inspection services required under a Memorandum of Understanding (MOU), or a fee charged by the Agent for inspecting a mobile food establishment or temporary food establishment that has a valid license from another jurisdiction or the Department.
- M. **License** means an annual written authorization issued by the Department or the Agent, required to operate an establishment.
- N. **Licensee** means the person or entity licensed to operate the establishment.
- O. **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, as the Department's agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).
- P. **Memorandum of Understanding (MOU)** means an agreement between the Department and another state agency for designating each agency's responsibilities in shared governance.
- Q. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability corporation, municipality, county, town, or state or local agency.
- R. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating.
- S. **Program Evaluation** means an assessment by the Department of the Agent's adherence to the provisions of this Contract.
- T. **REHS / RS** means the National Environmental Health Association (NEHA) Registered Environmental Health Specialist/Registered Sanitarian or the Wisconsin Registered Sanitarian credential.
- U. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the Department, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).
- V. **Reinspection** means a mandatory inspection to ensure that priority, critical or recurring violations have been corrected, including:

- a. An observed violation of immediate danger to public health (priority or critical) that is not corrected during the inspection;
 - b. Six or more priority (critical) violations observed and noted,
 - c. Repeat violations noted during two previous inspections (3 consecutive times); or
 - d. With consultation from a supervisor, an excessive number of violations that show a lack of managerial control observed during an inspection.
- W. **Routine inspection** means the annual evaluation of a licensee's operation of its establishment.
- X. **Standardization (initial)** means an environmental health inspection staff person's first successful completion of required field exercises by using risk based inspection methods.
- Y. **Standardization (maintenance)** means an environmental health inspection staff person's successful completion of field exercises by using risk based inspection methods, required every three years to maintain standardization certification.
- Z. **State Fees** means the Department's fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup Department costs related to setting standards and for monitoring and evaluating the activities of, and providing education and training to, agent local health departments.
- AA. **State License Fees** means the license fees set by the Department, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).
- BB. **Waterborne Outbreak** means the occurrence of two or more cases of a similar illness of persons after the ingestion of drinking water from the same source, or after exposure to water from the same source used for recreational purposes, and for which epidemiologic evidence implicates water as the probable source of the illness.

II. ISSUING LICENSES

- A. The Agent shall issue licenses to all facilities designated in this contract within its jurisdiction except:
 - 1. Mobile retail food establishments that cross geographical boundaries, in conducting their business, shall be licensed by the Department under Wis. Stat. § 97.30 (2) (a).
 - a. If the mobile retail food establishment has a service base, as defined in Wis. Admin. Code ch. ATCP 75 Appendix Part 1-201.10 (B), located within their jurisdictional boundary, the Agent shall issue the service base license.

- b. The Agent may charge an inspection fee for any inspection of a Department-licensed mobile retail food establishment.
 2. Temporary retail food establishments that cross jurisdictional boundaries, in conducting their business, shall be licensed by the Department under Wis. Stat. § 97.30 (2) (a).
 - a. The Department shall provide a guidance document for the Agent to use to determine which temporary retail food establishment license applies.
 - b. The Agent may charge an inspection fee for any inspection of a Department-licensed temporary retail food establishment.
 3. Any establishment exempt from the requirement to hold a retail food establishment license, pursuant to Wis. Stat. § 97.30 (2) (b), are under the regulatory authority of the Department and may not be licensed or inspected, in any manner related to food, dairy or meat processing, wholesale or retail operations, by the Agent.
- B. The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:
 1. Individual, Married Couple or Legal Entity who will hold the license and complete address.
 2. Doing Business As (DBA) Name and complete address of the establishment.
 3. License number and expiration date of any current license.
 4. Type of Establishment, for licensing purposes
 5. Numbers of units, rooms, or sites and complexity, if applicable.
- C. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows: The Agent of a city of the 1st class that has entered into a Contract with the Department may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance.
- D. The Agent shall transfer any license held for a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary, as required in Wis. Stat. § 97.605 (4).

- E. The Agent shall transfer any license held for a campground, camping ground, recreational or educational camp, or public swimming pool, as required in Wis. Stat. § 97.67 (2).

III. INSPECTIONS

- A. Each fiscal year the Agent shall conduct one routine inspection of each license holder's facility under its jurisdiction, except for vending machines, to determine if the facility is in compliance with the requirements of the applicable provisions of the Wisconsin Statutes and Administrative Code and any local public health ordinances and regulations adopted under Wis. Stat. § 97.41 (7) or 97.615 (2) (g).
 - 1. The Agent may propose a different inspection frequency to the Department that may only be implemented if approved by the Department, in writing.
 - 2. The Agent shall conduct an investigation if there is a complaint concerning an exempt retail food establishment, as defined in Wis. Admin. Code § ATCP 75.03 (9), within its jurisdiction, or upon Department request.
- B. Agent may elect, in writing to the Department, to inspect vending machines.
- C. Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
- D. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance.
- E. If a routine inspection is performed in conjunction with another investigation, a separate inspection report shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff person and the operator.
- F. The Agent shall perform inspection duties required by, and in compliance with, the Department's MOU's. The Department will provide the Agent a copy of each MOU it executes.
- G. The Agent may, with written approval from the Department, enter into written contracts with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this Contract. The Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this Contract.

- H. Other than inspections involving foodborne or waterborne outbreaks, which require an immediate response, the Agent shall conduct inspections due to any complaints against an establishment in a timely and adequate manner. Each complaint, and documentation of its investigation, shall be physically or electronically linked with the establishment licensing and inspection information.

- I. When the Agent receives information that indicates a foodborne or waterborne outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in the Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility, in which the outbreak occurred, as soon as epidemiological evidence links that facility with the outbreak. In addition:
 - 1. The Agent shall notify the Department and the Department of Health Services' (DHS) Communicable Disease Epidemiology Section (CDES.)
 - 2. Upon the Agent's request, the Department shall assist in the investigation.
 - 3. In the event the outbreak becomes cross-jurisdictional, the Department, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

- J. The Agent shall include in its inspection report the following information for each violation observed during an inspection:
 - 1. Violation Observation – A factual description, including location, of the observed violation.
 - 2. Code Reference – Citation and a brief description of the statute, administrative rule, or local ordinance for the observed violation.
 - 3. Corrective Action – A statement indicating what action the licensee has taken, or shall take, to regain compliance with the administrative rule, statute or local ordinance.

- K. The Agent shall perform an exit interview with the licensee's designated person in charge and obtain a signature. A copy of the inspection report shall be left with the person in charge at the completion of the inspection or e-mailed or otherwise presented shortly thereafter. If the person in charge refuses to sign the inspection report, an indication shall be made on the inspection report of the refusal to provide a signature.

- L. If the Agent became the Department's agent on or after April 1, 2009, the Agent shall use the Department's electronic software program for conducting and documenting inspections. If the Agent has been the Department's agent before April 1, 2009, the Agent may use the Department's electronic software program or the Department-

approved paper forms for conducting inspections. The Department will provide, maintain and support this software. The Agent may be responsible for additional user licenses or development costs specific to the Agent's program.

- M. The Department may conduct an inspection of any establishment in the Agent's jurisdiction in response to any emergency, for the purpose of monitoring and evaluating the Agent's activities pursuant to this Contract, for the purpose of training or education, or at the Agent's request. The Department shall make a reasonable effort to notify the Agent before conducting an inspection. Agent may accompany the Department during such inspections.
- N. The Agent, if requested by the Department, shall conduct effectiveness checks pertaining to product recalls or other situations in which food must be removed from sale or service.

IV. ENFORCEMENT

- A. The Agent shall take necessary and reasonable action to enforce Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code chs. ATCP 72, 73, 75 & Appendix, 76, 78 and 79, and any local ordinances or regulations adopted pursuant to Wis. Stat. §§ 97.41 (7) and 97.615 (2) (g), for the establishments for which Agent has been delegated authority under this Contract including, but not limited to, the following:
 - 1. An immediate danger to public health as required in Wis. Stat. §§ 97.12 and 97.65.
 - 2. Noncompliance with written orders.
 - 3. Continued repeat violations noted on inspection reports.
 - 4. Operating without a required establishment license.
- B. The Agent shall cover the costs of these actions.
- C. The Department shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.
- D. The Agent shall notify the Department, in writing, within 10 days after taking any enforcement action to suspend or revoke a license or initiating a court action against a license-holder.
- E. The Agent shall implement and distribute to all its inspection staff, the Agent Program Plan required by Wis. Admin. Code ch. ATCP 74. The Department shall review the plan, and any changes to it, during the Department's periodic evaluations of the Agent's performance.

- F. If the Agent has been notified by the Department of any deficiency on the part of a facility under its jurisdiction, in complying with the applicable statutory, administrative code or local ordinance requirements, and if Agent has had reasonable opportunity to take enforcement action but has failed to act expeditiously in taking appropriate enforcement action, the Department may act under Wis. Stat. §§ 97.12 and 97.65 to enforce compliance.
- G. If the Department makes a request, the Agent shall conduct food or environmental sampling from any establishment in the Agent's jurisdiction for laboratory analysis.
 - 1. The Agent may conduct the analysis if its laboratory is capable of performing the required analytical procedures.
 - a) The Agent shall assume all costs involved in collecting the samples and running the analysis.
 - b) The Agent shall inform the department of the analysis results.
 - 2. If the Agent does not have the laboratory capability to perform the required analyses, or who choose not to perform the analyses, the Agent shall submit the samples to the Department's Bureau of Laboratory Services (BLS) or the State Lab of Hygiene (LOH).
 - a) The Agent shall fund the cost of acquiring any samples and shipping the samples to the laboratory.
 - b) The Department shall fund the cost of the laboratory analysis of the samples.

V. STAFFING

- A. The 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. The agent's inspection staff shall meet the educational or experience requirements established for sanitarian registration under chs. SPS 174 to 177 or the National Environmental Health Assn. REHS/RS. The expectation is that all inspection work completed under this contract is accomplished by a RS/REHS credentialed staff.
- B. If the Agent loses its only WI-RS or REHS/RS, Agent shall hire a RS/REHS replacement within 120 days; or upon the Agent's written request, the Department, in its sole discretion, may allow the Agent additional time to hire a qualified replacement. A replacement that does not hold the WI-RS or REHS/RS credential may be hired, if approved by the Department, and if a Contract has been executed to ensure that a person holding the credential provides oversight. The replacement hire shall attain the WI-RS or REHS/RS credential within six months of being hired. A copy of the oversight Contract shall be provided to the Department and shall include

the amount of time allotted for oversight activities and what specific duties the supervising REHS/RS will provide.

- C. The Agent shall designate at least one environmental health inspection staff person, as required by the Department, to undergo the standardization process in the retail food program. The initial standardization process involves the number of establishment exercises in the Wisconsin Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. The Agent Standard shall perform the Department-required maintenance exercises, as described in the Wisconsin Standardization Manual, every three years to maintain certification. The Agent shall have at least one Agent Standard who shall standardize the other members of the Agent's environmental health inspection personnel, using the standardization process described above. As the Department develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs.
- D. The Agent's staff shall participate on Department rule making and policy advisory committees when requested.
- E. The Agent shall make written environmental health inspection staffing arrangements to assure adequate coverage during the absence of regular inspection and enforcement staff. These arrangements shall be made a part of the Agent's Program Plan, approved by the Department before implementation, and available for the Department's review during periodic evaluations.
- F. The Agent shall not permit an employee to conduct an inspection in a situation in which the employee may have a conflict of interest.
- G. Upon the Agent's request, DATCP will provide technical assistance and training to staff.
- H. The Agent is required to send at least one environmental health inspection staff person to the Department's annual training meetings and conferences.

VI. EDUCATIONAL OUTREACH

The Agent will cooperate with the Department in conducting training programs for licensees and employees of establishments located in its jurisdiction.

VII. REPORTS AND RECORDS

- A. The Agent shall maintain a file of the current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility. A file shall contain at least 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, and approvals of variance requests, HACCP plans and waivers.

- B. If the Agent is not using the Department's electronic inspection and licensing software, the Agent shall use inspection report forms approved by the Department for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections.
- C. The Agent shall submit reports as requested by the Department. The Department may review or request a copy of any inspection report, correspondence, or order served on any licensee within Agent's jurisdiction; annual program budget reports, projections, and any other report the Department determines it needs to monitor the Agent's performance, including, but not limited to, CDC risk factor reports, self- assessments, or any other required reports, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g) or Wis. Admin. Code ch. ATP 74.
- D. By the 10th of the month immediately following the month in which the Agent issues a license, or receives notification from a licensee of a change affecting its license, the Agent shall provide a report of all such license issuances and changes to the Department. This requirement applies to temporary restaurants, as defined in Wis. Admin. Code ch. ATP 75. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- E. By September 1 of each year, the Agent shall give the Department a complete list of the names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- F. The Agent shall maintain records documenting the cost of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensees, and the cost of enforcing applicable state statutes and rules and local ordinances. Upon request, the Agent shall provide copies of these records to the Department.
- G. Within ten (10) days after the date on which it takes place, Agent shall report to the Department, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin registered sanitarians and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel that are providing services under this Contract.
- H. The Agent shall submit the CDC Risk Factor Tracking Sheet annually to the Department for the purpose of enabling the Department to determine the types of violations found in facilities throughout the State of Wisconsin. This reporting

requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.

- I. As required by Wis. Admin. Code ch. ATCP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the Department, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis. Admin. Code ch. ATCP 74 and any other information the Department requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:
 1. Identification of any employee that will issue licenses or conduct investigations and inspections.
 2. A description of the staffing and budget for issuing licenses, making investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules, and local ordinances.
 3. A list of the fees to be charged by the Agent to licensees under this Contract.
 4. A description of the Agent's license issuance and recordkeeping system maintained under this Contract.
 5. A declaration that Agent will contract with the Department, as permitted by Wis. Stat. §§ 97.41 and 97.615, if the Agent wants the Department to collect fees and issue licenses.
 6. A description of the inspection and enforcement program implemented by the 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 between the Agent and 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 complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.
 9. Procedures for notifying the Department when the Agent receives information or a complaint concerning an establishment, within the Agent's geographical area but under the Department's jurisdiction, that may need to be licensed or inspected.
 10. Procedures for the investigation and follow-up of reports of suspected foodborne illness, including cooperation with the Department's Rapid Response Team.

11. Procedures to ensure the time period, within which the Agent will make a determination on an application for a license, does not exceed 30 days following receipt of a complete application.
12. An assurance of continued support by the city or county for carrying out this Contract.
13. Any other information which the Department considers necessary or relevant for its review of Agent's Program Plan.

VIII. REIMBURSEMENT BY THE DEPARTMENT FOR VENDING INSPECTIONS

- A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the Department, no later than August 30 unless the Department in its sole discretion extends the deadline for submission, to receive reimbursement from the Department for performing the inspections.
- B. No later than September 30 of the next fiscal year, the Department shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis. Stat. § 97.615 (1). If the Department extends the deadline for submitting inspection information, the Department may reimburse the Agent up to 30 days after receiving this information. The reimbursement amount for vending machine inspections is the portion that remains after deducting the Department's clerical and automated licensing processing costs from the license fee.
- C. Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction 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. The Agent shall reimburse the Department for the state fees from the license fees the Agent collects, as provided under sub. B.
- B. The state fees shall not exceed 20% of the state license fees the Department sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection and reinspection fees.
- C. As of the date of this Contract, the state fees are 10% of the state license fees. The department may increase the state fees up to 20% of the state license fees by announcing a change in the percentage one year prior to the licensing year for which the change applies. Retail food and recreational establishment license fee reimbursement shall be:

1. A fee equal to 10% of the applicable state license fee, regardless of the license fee actually charged by the local agent, if the local agent prepares and submits to the Department, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.
 2. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the local agent, if the local agent fails to submit the annual self-assessment in par. 1. to the Department, by September 30 of that year. A fee payment under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment.
- D. The Department shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year. The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year.
- E. State fees for each licensee shall be based on the state license fee, determined by the license category as follows:
1. Retail Food Establishments - Restaurants -are determined using the table in Wis. Admin. Code Subch. III of ch. ATCP 75 for restaurant license category. The Agent may use the restaurant license category assignment formula in that subchapter or a complexity tool approved in writing by the Department.
 2. Retail Food Establishments – Values, listed in Wis. Admin. Code § ATCP 75.03, shall be used in determining the license category.
 3. Recreation Facilities – Values, listed in Wis. Admin. Code chs. ATCP 72, 73, 76, 78 and 79, shall be used in determining the license category.
- F. No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the Department for the state fees.

X. COSTS

The total fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees.

XI. EVALUATION

- A. The Department shall perform an evaluation of the Agent's licensing, investigation and inspection program to determine whether the Agent meets the program standards set by the Department and applicable administrative rules, as required under Wis. Stat.

§§ 97.41 (2) and 97.615 (2) (b) and this Contract. The evaluation will consist of the following:

1. The Agent shall submit an annual self-assessment report to the Department, no later than September 30, which the Department shall use as part of its onsite evaluation of the Agent's performance.
 2. The Department shall conduct an onsite evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this Contract, program standards set by the Department and applicable statutes and administrative rules. The Department may conduct the onsite evaluation process at any reasonable time and shall give the Agent reasonable advance notice. 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, budget information, and other required documentation. The field component shall include the Department personnel performing maintenance standardization with the Sanitarian who is the Agent - Standard, as well as evaluating other sanitarians, if applicable.
- B. In addition to the required evaluation, the Department may perform additional evaluations of the Agent's performance at any reasonable time with reasonable advance notice.
- C. As part of the Department's onsite evaluation report, the Department shall notify the Agent of any deficiencies in standards set by the Department, the Agent's inspection, permit issuance or enforcement program and establish a deadline for correction of the deficiencies.
- D. In response to the Department's report, if needed, the Agent shall submit to the Department a draft Corrective Action Plan, detailing how the Agent will meet contract requirements and the recommendations based on the Department's program standards and conformance to Wisconsin Statutes and Administrative Rules and this Contract.
- E. The Department, after receiving the draft Corrective Action Plan, shall review, make additional comments, and approve the Corrective Action Plan when it is deemed acceptable.
- F. The Agent shall include the approved Corrective Action Plan in its Agent Program Plan and distribute it to its staff as required in Section IV. E.
- G. The Agent shall document progress on the approved Corrective Action Plan on their next one or two yearly self-assessments as necessary.
- H. The Department may, at its discretion, increase the frequency of evaluation for the Agent as deems necessary.

- I If the Agent fails to meet the conditions of the Corrective Action Plan in the Agent Program Plan, the Department shall do the following:
 1. In writing, the Department shall notify the Agent of the deficiency and the agent contract shall be placed in a conditional status, with a deadline set for the Agent to meet the conditions and return to full compliance.
 2. If deficiencies are corrected within the conditional time period, the contract is returned to active status.
 3. If deficiencies remain uncorrected after a conditional deadline has passed, the Department shall notify the Agent of its intent to terminate the contract and revoke agent status, as provided under XIV (B) of this Contract.

XII. NONDISCRIMINATION

- A. In connection with the performance of work under this Contract, the 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 Agent shall take affirmative action to ensure equal employment opportunities. The Agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
- B. The Department assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

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, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria
 - a) Personally Identifiable Information as defined in 2;

- b) Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is 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 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 the Agent and approved by the Department, that the Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Contract, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract and all related and necessary actions taken in fulfillment of the obligations thereunder. The 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 Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. The Agent shall be responsible for the breach of this Contract by any said Representatives.

2. The 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 or transmission, whether physically or electronically.
 3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the department, 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 Agent shall return to the department all Personally Identifiable Information it maintains possesses or controls, collected on behalf of this Contract, upon termination of this Contract and shall destroy all copies.
- C. Legal Disclosure. If 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 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, 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. 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 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 this Contract, or that any Confidential Information has been lost or is unaccounted for, the 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 Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the Department's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information, including complying with a Corrective Action Plan.

XIV. TERMINATION, REVOCATION OR SUSPENSION OF AGENT CONTRACT

- A. **TERMINATION.** The Agent may terminate this Contract upon 90 days written notice to the Department. The notice shall specify the reasons for termination and the last day the Agent will have agent status.
- B. **REVOCATION.** If the Department finds that the Agent has failed to comply with the requirements for agent status under Wis. Stat. § 97.41(2) or 97.615 (2) (b), Wis. Admin. Code ch. ATCP 74, or the terms and conditions of this Contract, the Department may revoke agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have agent status.
- C. **SUSPENSION.** If the Department finds that suspension of this Contract is necessary to protect the public's health or safety, the Department may immediately suspend this Contract upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § 1.03 (3), including the information required in Wis. Admin. Code § ATCP 1.06. The Department shall hold a hearing, if requested by Agent, within 15 days after the Department receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.
- D. **Reimbursement upon Termination or Revocation:**
- 1) **Vending:** If this Contract is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines and vending machine commissaries performed under the Contract up to and including the date of termination or revocation.
 - 2) **Other Licenses:** If this Contract is terminated or revoked, the Agent shall reimburse the Department for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.
- E. Upon termination or revocation of this Contract, the Agent shall transfer all inspection and enforcement records to the Department.

Signed this _____ day of _____, 2016.

For City of Franklin Health Department:

Signature

Print Name

Print Title

Signed this _____ day of _____, 2016.

For the Department of Agriculture, Trade and Consumer Protection:

Steven C. Ingham, Administrator
Division of Food and Recreational Safety

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/20/2016
Reports and Recommendations	NOTICE OF AWARD FOR A DRUG-FREE COMMUNITY GRANT and AN ORDINANCE TO AMEND ORDINANCE 2015- 2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE GRANT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO PROVIDE APPROPRIATIONS FOR A NEW HEALTH GRANT	ITEM NUMBER <i>6.15.</i>

Background: In March and with Common Council support the health department submitted a 2016 Department of Health and Human Services Substance Abuse and Mental Health Services Administration grant application on behalf of Franklin Area Parents and Students United (FAPSU). The City of Franklin has received a Notice of Award for Year 1 of the 5-year grant cycle in the amount of \$125,000. The grant application specifies that the City of Franklin will be the fiscal agent for the Drug-Free Community Grant which will be administered by the health department. The purpose of the council action sheet is to request acceptance the federal grant and adoption of a 2016 budget amendment.

Analysis: For the past 6 years and with limited financial resources FAPSU, a community-based organization, has labored to reduce the threat of alcohol, marijuana, tobacco, and prescription drug abuse in Franklin. FAPSU submitted a 91-page grant application that demonstrated sufficient community need to warrant a federal grant to combat alcohol and prescription drug abuse. With municipal support, FAPSU can continue its prevention activities and further promote a safe and healthy community.

Options: 1. Accept the Drug-Free Community grant and budget amendment.
2. Decline the Drug-Free Community grant and budget amendment.

Recommendation: The Director of Health and Human Services recommends acceptance of the Drug-Free Community grant and adoption of a 2016 budget amendment.

Fiscal Note: The Notice of Award is for the budget period of 09/30/2016—09/29/2017 and the project period of 09/30/2016—09/29/2017. Each year of the 5-year project period the City of Franklin can be awarded \$125,000 for progress in the Drug-Free Community grant work plan. The city will serve as the fiscal agent for the grant and the health department will partner with FAPSU in fulfilling its contractual obligations.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion (1) to accept the Notice of Award for a Drug-Free Community Grant and (2) to adopt an ordinance to amend ordinance 2015-2198, an ordinance adopting the 2016 annual budgets for the grant fund for the City of Franklin for fiscal year 2016 to provide appropriation for a new health grant.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2016_____

AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE GRANT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO PROVIDE APPROPRIATIONS FOR A NEW HEALTH GRANT

WHEREAS, the Common Council adopted the 2016 Budget for the City of Franklin providing resources and appropriations for 2016 and

WHEREAS, the health and safety of the City of Franklin can be threatened by alcohol, marijuana, tobacco, and prescription drugs, and

WHEREAS, the City of Franklin and the Franklin Area Parents and Students United applied for a Department of Health and Human Services Substance Abuse and Mental Health Services Administration Grant to combat alcohol, marijuana, tobacco, and prescription drugs abuse, and

WHEREAS, the grant was awarded the City of Franklin in September 2016 which begins in October 2016, and

WHEREAS, appropriations are needed to expend the resources the Grant provides.

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

Section 1 The Common Council accepts the grant on behalf of the City of Franklin.

Section 2 That the 2016 Budget of the Grants Fund be adjusted as follows:

Health Grants Fund		
Grant Revenues	Increase	35,000
Personnel Services	Increase	15,000
Non-Personnel Services	Increase	20,000

Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Notice of Award

Issue Date: 08/31/2016

DFC
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Prevention

Grant Number: 1H79SP021488-01
FAIN: SP021488
Program Director: William M Wucherer

Project Title: FAPSU Drug-Free Communities Support Program

Grantee Address	Business Address
CITY OF FRANKLIN William M. Wucherer City of Franklin Department of Health 9229 W. Loomis Rd. Franklin, WI 531329630	Mark Luberda Director of Administration City of Franklin 9229 W. Loomis Road Franklin, WI 531329630

Budget Period: 09/30/2016 – 09/29/2017
Project Period: 09/30/2016 – 09/29/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$125,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CITY OF FRANKLIN in support of the above referenced project. This award is pursuant to the authority of Drug-Free Communities Act of 1997 Public Law 105-20 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Odessa Crocker
Grants Management Officer
Division of Grants Management

See additional information below

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79SP021488-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SP Special Terms and Conditions – 1H79SP021488-01

REMARKS:

This award reflects approval of the application submitted on March 18, 2016 in response to Funding Opportunity Number (FOA) SP-16-001.

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the grant payment management system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down.

Recipients must comply with all terms and conditions outlined in their Notice of Award (NoA), including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

Program Overview: The Drug-Free Communities (DFC) Support Program is a collaborative effort between the Office of National Drug Control Policy (ONDCP) and the Substance Abuse and Mental Health Services Administration (SAMHSA). ONDCP issues grant awards to community coalitions through an interagency agreement with SAMHSA. According to the Drug-Free Communities Act of 1997, the purpose of DFC funding is to address two major goals: 1) establish and strengthen collaboration among communities, public and private non-profit agencies, and Federal, state, local and tribal governments to support the efforts of community coalitions, and 2) reduce substance use among youth and, over time, among adults.

While responsibility rests with the recipient for achieving the primary goals of the program, SAMHSA shall monitor and provide continuing technical assistance, consultation, and coordination in the execution of the project during the funding period. You can find additional details about the support available to you as a recipient on the program's website at <http://www.whitehouse.gov/ondcp/Drug-Free-Communities-Support-Program>.

In addition to these Terms and Conditions and the applicable statutes and regulations, recipients are bound by the HHS Grants Policy Statement, which can be accessed at: <http://beta.samhsa.gov/grants/grants-management/policies-regulations> and all requirements in the Funding Opportunity Announcement (FOA) for the FY 2016 Drug-Free Communities (DFC) Support Program available at <http://www.samhsa.gov/grants/grant-announcements/sp-16-001>.

Role and Responsibility of the Recipient: For the purposes of the DFC Program, a recipient is either a coalition that has received a grant or is an outside agent that is serving as the grant award recipient on behalf of a community coalition. The following Statutory Eligibility Requirements must be met each year while the coalition is funded by the DFC Program. Failure to meet any one of these requirements is considered non-compliance with grant regulations. See the DFC Program's Progressive Discipline and Appeals Process at <https://www.whitehouse.gov/ondcp/information-for-current-grantees#Progressive>.

Statutory Eligibility Requirements for all DFC-funded coalitions (if you are the recipient for a separate coalition, you are still responsible for ensuring all eligibility criteria are met by the coalition):

- The coalition must have at least one representative from the required 12 sectors, as outlined in the FOA and the Drug-Free Communities Act of 1997;
- The coalition must maintain meeting minutes that demonstrates it is a unique entity that has substantial involvement from its members and is working toward to the two goals of the DFC Program;
- The coalition must address multiple (more than one) drugs in its annual 12-Month Action Plan for each year of funding;
- The coalition must have as its principal mission the reduction of youth substance use;
- The coalition has not received 10 years of DFC funding; and
- The coalition must capture and provide specific data as required by the DFC National Evaluation.
- The recipient must be an entity eligible to receive Federal funds;
- The recipient must not request more than \$125,000 per year;
- The recipient must document the level of non-Federal match defined in the DFC Act; and
- The recipient can only be awarded one DFC grant at a time.

Other Requirements for all DFC Recipients (coalitions or outside agents):

- The recipient must continue implementing the specific goals and objectives outlined in their approved application for DFC funding. The recipient must develop a funding plan that ensures (1) the required match of requested Federal funds and (2) to solicit substantial financial support from non-Federal sources for sustainability purposes.
- The key personnel, Grant Recipient, (Program Director, and Project Coordinator of the DFC-funded coalition must participate in DFC *Me* (<https://dfcme.ondcp.eop.gov/>).
- The recipient must use the Strategic Prevention Framework (SPF), a five step evidence based process for community planning and decision making.
- The recipient must plan and implement the appropriate environmental strategies as part of their 12-Month Action Plans.

Requirements for Recipients in Year 3 and 7: The coalition must submit via DFC *Me* a Strategic Plan for Sustainability with the February Progress Report in the start of years 3 and 7 of DFC funding.

Administrative and National Policy Requirements: Awards issued through SAMHSA Funding Opportunity Announcements are subject to the uniform administrative requirements and cost principles of 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

An application funded with the release of federal funds through a grant award does not constitute, or imply, compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

Progressive Discipline and Appeals Process: If for any reason you do not comply with the applicable terms, conditions, rules and regulations for the DFC Program, your grant will be subject to the Progressive Discipline and Appeals Process developed by ONDCP and SAMHSA. There are three progressive discipline actions that can be taken: 1) Addition of special terms or conditions, 2) Suspension, and 3) Termination. Failure to comply with special Terms and Conditions may also result in a financial drawdown restriction on your Payment Management System account or denial of funding in the future.

An overview of this plan and the complete explanation and procedures are posted on the Drug- Free Communities Support Program website at [http://www.whitehouse.gov/ondcp/Drug-Free-Communities-Support- Program](http://www.whitehouse.gov/ondcp/Drug-Free-Communities-Support-Program)

Restrictions on Recipient Lobbying: (c) Title 18 > Part I > Chapter 93 > Section 1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

distribution of information sent to them. Information sent to specific sectors will always be sent to the "key" personnel.

8. The DUNS number recipients use on their application must be registered and active in the System for Award Management (SAM) which can be accessed at <https://www.sam.gov>. Recipients must update their SAM information at least every 12 months to maintain an active account.

9. Financial Capability Review (FCR): The Office of Financial Advisory Services (OFAS), SAMHSA is currently conducting a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/ 2 CFR 200, as applicable. The restriction will affect the draw-down of funds from your organization's Payment Management Services account; subject to the review of the Office of Financial Advisory Services (OFAS) and the approval of the applicable grants Management Specialist and Government Project Officer.

10. DOMA: On June 26, 2013, in United States vs. Windsor, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in DFC. This means that, as a recipient of SAMHSA funding, you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

STANDARD TERMS OF AWARD:

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, 45 CFR Part 75 requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on 45 CFR Part 75 Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact their SAMHSA Grants Manager Office promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

- 28 CFR Part 69 – "New Restrictions on Lobbying"
- 2 CFR Part 25 – "Universal Identifier and System of Award Management"
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

3. Recipients must adhere to all applicable requirements of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. No. 114-113, signed into law on Dec 18, 2015, which can be found in the Funding Opportunity Announcement (FOA).

4. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Government wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act

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of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

5. Recipients must comply with the implementation, monitoring, and evaluation of the accepted goals, milestones, and expected outcomes as reflected in both the 12-Month Action Plan and the RFA. All requirements specified around grant implementation and four core measures data collection must be followed.

6. Recipients must receive and expend non-Federal matching funds as required in the FOA and the Drug-Free Communities Act. In-kind support (i.e., donations, volunteer time, etc.) may also be used to satisfy the match requirement.

7. Recipients must comply with the DFC National Evaluation requirements. ONDCP requires all recipients to collect core measures data specific to the geographic area designated in the approved application. The core measures data collection size must be sufficient to provide an accurate and meaningful statistical representation of the people being surveyed in each of the geographical areas served by the coalition.

8. Confidentiality of Alcohol and Drug Abuse Patient Records regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a program (42 CFR 2.11) if the program is Federally-assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

9. Accounting Records and Disclosure: Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding. Please reference the Reporting Requirements section for Audit Requirements.

10. Recipients must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

11. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General-Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.

12. The recommended future support as indicated on the NoA reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, the demonstration of matching funds, and acceptable documentation of the progress of the grant.

13. As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. Although the full text of this regulation is attached, you may access the language online at <https://www.fsrs.gov/>.

14. Per (45 CFR 75) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this shall be subject to a royalty-free, non-exclusive

and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

15. Program Income accrued under the award must be accounted for in accordance with (45 CFR Part 75.307) as applicable. Program income must be reported on the Federal Financial Report, Standard Form 425.

16. No HHS funds may be paid as profit (fees) per (45 CFR Part 75.215 (b)).

17. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

18. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. Only responses to prior approval requests signed by the GMO are considered valid. Recipients who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by SAMHSA. Post Award Changes and instructions may be found at www.samhsa.gov then click on "grants", then "grant".

19. The recipient is required to notify the Government Program Official (GPO) in writing if the Program Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.

Key staff (or key staff positions, if staff has not been selected) are listed below:

William Wucherer, Project Director @ 10% level of effort
TBD, Evaluator @ 75% level of effort

20. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from ONDCP and SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Executive Office of the President, the Office of National Drug Control Policy, or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

21. Recipients must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages 1-20, "Preservation of Cultural and Historical Resources). Questions concerning historical preservation, please contact SAMHSA's Office of Program Services, Building, Logistics and Telecommunications Branch at 240-276-1001.

22. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the

widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must: (refer recipient to link to access information)

- Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult <http://www.hhs.gov/healthit> for more information; and
 - Use recognized health information interoperability standards at the time of any Health Information Technology (HIT) system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult <http://www.healthit.gov> for more information.

REPORTING REQUIREMENTS:

DFC Management and Evaluation (DFC *Me*) System:

DFC *Me* is the Drug-Free Communities (DFC) Support Program's new interactive system designed to improve communication and help your coalition better manage its DFC grant.

DFC *Me* is also your one-stop shop for submitting Semi-Annual Progress Report, sharing best practices, receiving the latest program and training updates, and also provides you with the ability to request technical assistance.

DFC recipients are required to provide data every two years on the following core measures for alcohol, tobacco, marijuana, and prescription drugs for three grades (6th – 12th):

Past 30-day use
Perception of risk or harm
Perception of parental disapproval of use
Perception of peer disapproval of use

All DFC recipients, Program Directors and Project Coordinators identified on the DFC grant application will be provided access to the DFC *Me* system. Access to the DFC *Me* system will be provided in the next few months. For more information on the DFC *Me* system, please contact your GPO (identified on your Notice of Grant Award) or the DFC National Evaluation Team at dfc_evaluators@icfi.com.

Reporting Deadlines:

Semi-Annual Progress Reports for all FY 2016 DFC Grant recipients are on the following dates:

Friday, February 17, 2017
Friday, August 18, 2017

All Year 1 recipients will report baseline core measure data on Friday, February 20, 2017. This is the data provided in your initial application to the DFC Program or the most recent core measure data available to you.

Year 6 recipients who received continuous funding between Years 5 and 6 will remain on the core measure reporting schedule established in the first five years of DFC funding. Year 6 recipients who have not had sequential years of DFC funding will need to speak with the DFC National Evaluation Team to determine when to report core measures. Please contact the DFC National Evaluation Team at dfc_evaluators@icfi.com for more information.

Annual Coalition Classification Tool:

In addition, all DFC recipients must complete the Coalition Classification Tool (CCT) once per year:
Friday, August 18, 2017

Financial Reports:

Federal Financial Report (FFR) – (Standard Form 425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period. The FFR should only include those funds authorized and disbursed during the timeframe covered by the report.

CONTACTS:

Lizette del Canto, Program Official
Phone: (240) 276-2407 **Email:** Lizette.delCanto@samhsa.hhs.gov

Erwin Morales, Grants Specialist
Phone: (240) 276-1425 **Email:** erwin.morales@samhsa.hhs.gov **Fax:** (240) 276-1430

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/20/2016</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request to approve the Drug-Free Community Grant Coalition Coordinator job description and to grant authorization fill the position.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6, 16,</i></p>

Background: The Common Council supported an application for a Drug-Free Community Grant in 2016. The grant has been awarded to the Franklin Area Parents and Students United (FAPSU) coalition and the City of Franklin as the grant fiscal agent. The 5-year grant begins on October 1, 2016. The application created a grant-funded position that will be supervised by the Director of Health and Human Services. The Drug-Free Community Grant Coordinator job description was submitted in the grant application and has since been formatted to comply with the City of Franklin job classification and compensation plan. The Franklin Area Parents and Students United executive committee reviewed the job description on September 8, 2016. The Personnel Committee is anticipated to approve the job description on September 19, 2016. The purpose of the Request for Council Action is to seek approval of the Drug-Free Community Grant Coalition Coordinator job description and to receive authorization to fill the position.

Analysis: The Drug-Free Community Grant Coalition Coordinator job description was drafted by FAPSU members and a consultant familiar with several local Drug-Free Community grant recipients. The Director of Health and Human Services and the Human Resources Coordinator have provided input to the job description. The job description has been formatted to comply with the city job classification and compensation plan. An approved job description is essential for advertising, interviewing, and hiring the Coalition Coordinator position. FAPSU and city officials are ready to recruit and to hire this exempt, grant-funded position upon Common Council approval and authorization to fill the position.

- Options:**
1. Approve job description and authorize hiring the Coalition Coordinator.
 2. Not approve the job description.

Recommendation: The Director of Health and Human Services and the Human Resources Coordinator recommend approval of the Drug-Free Community Grant Coalition Coordinator job description and authorization to fill the position.

Fiscal Note: This position is grant funded.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion (1) to approve the Drug-Free Community Grant Coalition Coordinator job description and (2) to authorize filling the position as a .75 position.

CITY OF FRANKLIN
Job Description

Job Title: Drug-Free Community Grant Coalition Coordinator

Department: Health and Human Services

Reports To: Director of Health & Human Services

Salary Level: Salary Grade 6 (Grant Funded)

FLSA Status: Exempt

Prepared By: William Wucherer, Director of Health & Human Services

Prepared Date: September 2nd, 2016

Approved By: Common Council

Approved Date: September 20th, 2016

SUMMARY

Franklin Area Parents and Students United (FAPSU) is a cooperative community coalition whose goal is to prevent and reduce alcohol, tobacco, marijuana, and other drugs used by youth through implementing policies and changing the culture in order to create a healthy community. The Coordinator, along with the FAPSU Committee, will help youth to make healthy choices, especially related to alcohol, tobacco, and other drugs, by empowering parents and families, determining coalition priorities, implementing best practices for targeting coalition priorities, and by strengthening coalition infrastructure and capacity.

Essential Duties and Responsibilities

Work collaboratively to ensure that the DFC (Drug-Free Community) grant work plan is implemented in a timely and effective manner.

Plan and participate in recruitment activities to increase coalition membership.

Identify, recruit, schedule, coordinate, and contract guest speakers and trainers for FAPSU programs.

Schedule coalition meetings and inform members of meeting locations and times. Develop meeting agendas with the Franklin Area Parents and Students United (FAPSU) chairperson and disseminate to members. Keep FAPSU records including but not limited to agendas and minutes.

Prepare, coordinate, manage, and oversee coalition communication strategies including website, electronic and printed materials, surveys and social media.

Attend all FAPSU meetings, Executive Committee meetings, and Work Group meetings as appropriate. Assure that minutes from these meetings are recorded and distributed to members.

Create and maintain reports to the funding sources as required.
Work with the Project Director on budget, contracts, grant match, and reports to coalition members as required by the DFC grants.

Work with the Franklin Health Department DFC Associate.

Plan, implement, and evaluate FAPSU programs and regularly consult with the DFC Evaluator.

Other duties as identified by the DFC leadership team.

MINIMUM QUALIFICATIONS

Education and Experience

A Bachelor's degree in Social Work, Education, Nursing, Public Health, or a related field is required.
1-3 years experience in developing/conducting training, making presentations, organizing projects/programs, and working with diverse groups of people.

Necessary Knowledge, Skills, and Abilities

Passion for preventing alcohol and other drug use among youth.

Applied knowledge of substance use/ abuse and its impact on young people within the community.
Knowledge of prevention best practices preferred.

Ability working with individuals from diverse economic, racial, and ethnic backgrounds and age groups.

Superior oral and written communication skills related to community presentations.

Ability to manage an organizational budget.

Ability to work independently and as a member of a team

Excellent problem-solving skills

Ability to multi-task

Ability to communicate proficiently to a broad range of audiences.

Ability to travel overnight to training/conferences as required.

Ability to attend meetings outside normal workday as required.

Maintains privacy rights of clients and confidentiality of patient records according to professional standards and City of Franklin policies and procedures.

CERTIFICATES, LICENSES & REGISTRATIONS

Valid Wisconsin driver's license. The Coordinator must own a private vehicle for work assignments.

SUPERVISION RECEIVED

Works under broad general guidance and direction of the Director of Health & Human Services with oversight provided by the FAPSU Executive Committee.

SUPERVISION EXERCISED

None

TOOLS AND EQUIPMENT USED

Proficient in Microsoft Office application, web applications, and social media.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee must be independently mobile and is required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

The above physical demands are required for the setup of, participation in, and breakdown of community presentations.

WORK ENVIRONMENT

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

The noise level in the work place is moderate.

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

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

<p style="text-align: center;">APPROVAL</p> <p><i>Stew</i> </p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">9/20/2016</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize the Director of Administration to execute a proposal with the lowest vendor for the two cabling projects described as the "Franklin City Hall Fiber Optic Backbone Cabling Project"</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>617</i></p>

At the August 2, 2016 Common Council meeting, the Council approved a re-designation of the 2016 Information Services and the Police Department's IT-Related Capital Outlay Budgets in accordance with a project and expenditure plan provided at the meeting. Two of the projects planned, the "Virtual Server and Storage" and "Layer 3 Switches" projects, are not able to be completed without cabling extensions being made first to the wiring closets and the main data center (Server Room). The following describes the two separate cabling jobs that are being referred to as the "City Hall Fiber Optic Backbone Cabling" project:

Fiber Optic Backbone to Second Floor Telecommunications Rooms

The first cabling job would be to install uplink cabling from the data center to the upper floor wiring closets. Currently there is only one copper uplink cable in each wiring closet. The goal of this job is to install a fiber uplink cable (6 strands) to each wiring closet; one for the mailroom and one for the Inspection wiring closet. This cable will go up through the existing vertical riser in the Assessor's area. In order to create a parallel network, a minimum of two new cable strands need to be pulled for each wiring closet. This job will create a 10GB backbone from each wiring closet down to the core router.

Fiber Optic Extension to Server Room (Data Center)

The second cabling job is to pull 1GB fiber extension cabling from the downstairs electrical room over to the data center. This will allow connecting two new OM1 (1GB) campus WAN fibers over to the core router. The new HP 5406 core router will be placed in the data center, so inexpensive 10GB DAC cables can be used to attach servers and SAN storage directly to the 10GB ports on the core. This will save having to buy quite expensive 10GB receivers (2 each) for each server/storage device, and instead use much less expensive DAC cables. This requires the core router be placed 20-30 feet from the server farm.

A third proposal is pending; the results of which will be provided at the meeting. The following proposals were received for completion of these cabling projects:

- Terminal Andrae, Inc. \$4,957 + \$3,957 = total project cost of \$8,914.00
- Kelley Communications \$6,721.23 + \$5,569.59 = total project cost of \$12,290.82
- Heartland Business Systems (HBS): Pending receipt of proposal; results will be provided at the meeting.

This cabling project is anticipated to be funded from reserves from the Virtual Server & Storage 2016 IS Capital Outlay project. Again, this cabling project is required in order to complete the Virtual Server & Storage and Layer 3 Switches 2016 IS Capital Outlay projects that were already approved.

COUNCIL ACTION REQUESTED

Authorize the Director of Administration to execute a Proposal with the lowest vendor for the two cabling projects described as the "Franklin City Hall Fiber Optic Backbone Project".

TELEPHONE (414) 933-6970
FAX (414) 933-7353



September 14, 2016

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

Attention: James Matelski, Director of Information Technology

Subject: City Hall-Fiber Optic Backbone Project

Dear Mr. Matelski:

Per our conversation and the walkthrough conducted, we are pleased to submit our proposal for the above mentioned project, which includes the following scope of work:

- Work is to be performed during normal working hours Monday-Friday 7:00 a.m. – 3:30 p.m.

Scope of Work Data Center

- Furnish and install; (1) 12 strand armored interlocking CMP rated OM1 fiber optic cable from the Data Center to the Telco demarcation location.
 - Cabling will terminate in the existing housing in the Dmarc location.
- Furnish and install; (2) LC OM1 termination modules.
- Furnish and install; (24) OM1 LC connectors.
- Furnish and install; (2) LC OM1 termination modules.
- Furnish and install; (1) 2RU fiber optic termination enclosure in the Data Center location as directed while onsite.

Scope of Work Inspections IDF

- Furnish and install; (1) 6 strand armored interlocking CMP rated OM3 fiber optic cable from the Data Center to the Inspections IDF.
- Furnish and install; (1) 1RU fiber optic termination enclosures at the Inspections IDF location.
- Furnish and install; (2) LC OM3 termination modules.
- Furnish and install; (12) OM3 LC connectors.

Included

- ANSI/TIA/EIA standards compliant metallic cabling hangers.
- ANSI/TIA/EIA standards compliant testing of all cabling installed.
- ANSI/TIA/EIA standards compliant 606-A labeling of all cabling installed.
- Firestopping needed.



Mr. Matelski
8/18/2016

Excluded

- Setup and/or Programming of active network or voice equipment.

Terminal-Andrae Firm Price:	\$4,957.00
FOUR THOUSAND NINE HUNDRED FIFTY SEVEN- Dollars and 00/100	

Plus, sales tax if applicable

Should there be any questions, please do not hesitate to contact me at 414-935-5420.



Please sign and return duplicate copy
Accepted for purchaser date ____/____/____

By: _____

Firm: _____

Respectfully Submitted,
Terminal Andrae, Inc.
Terminal Andrae Technologies Division
Tim Baird

Division Manager

Q2016

This proposal may be withdrawn if not accepted within 30 days from the date listed above.

TELEPHONE (414) 933-6970
FAX (414) 933-7353



September 14, 2016

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

Attention: James Matelski, Director of Information Technology

Subject: City Hall-Fiber Optic Backbone Project

Dear Mr. Matelski:

Per our conversation and the walkthrough conducted, we are pleased to submit our proposal for the above mentioned project, which includes the following scope of work:

- Work is to be performed during normal working hours Monday-Friday 7:00 a.m. – 3:30 p.m.

Scope of Work Mail Room IDF

- Furnish and install; (1) 6 strand armored interlocking CMP rated OM3 fiber optic cable from the Data Center to the Mail Room IDF.
- Furnish and install; (1) IRU fiber optic termination enclosures at the Mail Room IDF location.
- Furnish and install; (12) OM3 LC connectors.
- Furnish and install; (2) LC OM3 termination modules.

Terminal-Andrae Firm Price:	\$3,957.00
THREE THOUSAND NINE HUNDRED FIFTY SEVEN- Dollars and 00/100	



Mr. Matelski
8/18/2016

Included

- ANSI/TIA/EIA standards compliant metallic cabling hangers.
- ANSI/TIA/EIA standards compliant testing of all cabling installed.
- ANSI/TIA/EIA standards compliant 606-A labeling of all cabling installed.
- Firestopping needed.

Excluded

- Setup and/or Programming of active network or voice equipment.

Plus, sales tax if applicable

Should there be any questions, please do not hesitate to contact me at 414-935-5420.



Please sign and return duplicate copy
Accepted for purchaser date ____/____/____

By: _____

Firm: _____

Respectfully Submitted,
Terminal Andrae, Inc.
Terminal Andrae Technologies Division
Tim Baird

Division Manager

Q2016

This proposal may be withdrawn if not accepted within 30 days from the date listed above.



Proposal

TO: James Matelski		FROM: Dennis M. Usky, RCDD
City of Franklin		Kelley Communications Inc.
9229 W Loomis Road		1903 South 70th Street
Franklin, WI 53132		West Allis, Wisconsin 53219

Date: 7/21/2016

PROJECT NAME:

OM3 Fiber Optic Backbone to 2nd floor Telecommunications Rooms

We are pleased to submit the following quotation on the above-mentioned project. The following is based on our site visit and information provided by customer.

SCOPE OF WORK

- 1) Provide and Install (1) 1RU Fiber Distribution Enclosure in existing enclosure in Telecommunications Room near mail room.
- 2) Provide core and install a 2 inch conduit riser from Server Room/Data Center up through Senior Community Center storage closet to 2nd floor ceiling to provide cable pathway.
- 3) Pull & place a 6 strand OM3 50/125um interlock armor Plenum Rated fiber optic cable from Server Room/Data Center up to Telecommunications Room near mail room. Terminate on LC connectors at both ends.
- 4) Provide and Install (1) 1RU Fiber Distribution Enclosure in existing wall mount rack in Telecommunications Room in Inspections Department.
- 5) Pull & place a 6 strand OM3 50/125um interlock armor Plenum Rated fiber optic cable from Server Room/Data Center up to Telecommunications Room in Inspections Department. Terminate on LC connectors at both ends.
- 6) Test 12 OM3 fiber optic links to current ANSI/BICSI/TIA standards.
- 7) Provide (8) 1 meter OM3 LC to LC fiber optic patch cords.

Labor: \$3,450.00

Materials: \$3,271.23

Total Cost of Investment:
Plus appropriate tax.

\$6,721.23

Project Terms

- This quotation is based on the walk-thru and requirements provided.
- All of the work to be done on regular time unless specified in Scope of Work.
- All of the cables will be tested to current EIA/TIA Category standards.
- Test reports can be provided in electronic format if requested before project start.
- Surface raceways are not included unless specified in Scope of Work.
- Coring, sleeves, and fire-stopping is not included unless specified in Scope of Work..
- A one year Kelley Communications Inc.'s warranty on labor is included
- This Proposal is good for 30 days from date stated above

Payment Terms

- 50% down payment upon approval of this proposal.
- Balance due upon completion of project.
- Tax has not been included in this quotation.

This document is proprietary, confidential and presented to the customer listed above, it shall not be shared with any third party without explicit written consent from Kelley Communications Inc.

If you agree with this proposal and would like to move forward on this project please sign and date below then return to me.

Customer

Date

Thank you for this opportunity to provide you with our services.

Please let me know if you have any questions.

Mail to: DMUsky@KelleyComm.com



Proposal

TO: James Matelski	FROM: Dennis M. Usky, RCDD
City of Franklin	Kelley Communications Inc.
9229 W Loomis Road	1903 South 70th Street
Franklin, WI 53132	West Allis, Wisconsin 53219

Date: 7/21/2016

PROJECT NAME: OM1 Fiber Optic Extension to Server Room

We are pleased to submit the following quotation on the above-mentioned project. The following is based on our site visit and information provided by customer.

SCOPE OF WORK

- 1) Provide and Install (1) floor mount 7ft open bay rack with vertical wire management in Server Room/Data Center.
- 2) Remove wall mount rack. Relocate existing cables & patch panels from wall mount rack to new floor mount rack. (Work to be done after normal business hours.)
- 3) Provide and Install (1) 1RU Fiber Distribution Enclosure in new rack in Server Room/Data Center.
- 4) Pull & place a 12 strand OM1 62.5/125um Plenum Rated fiber optic cable from Main Telecommunications Room to Server Room/Data Center.
- 5) Terminate 12 strands on ST fiber connectors and place in existing ST coupler panels in existing Fiber Distribution Enclosure in Main Telecommunications Room.
- 6) Terminate 12 strands on LC fiber connectors and place in new LC coupler panel in new Fiber Distribution Enclosure in Server Room/Data Center.
- 7) Test 12 OM1 fiber optic links to current ANSI/BICSI/TIA standards.
- 8) Provide (6) 1 meter OM1 ST to ST fiber optic patch cords.
- 9) Provide (6) 1 meter OM1 LC to LC fiber optic patch cords.

Labor: \$2,171.25

Materials: \$3,398.34

Total Cost of Investment:
Plus appropriate tax.

\$5,569.59

Project Terms

- This quotation is based on the walk-thru and requirements provided.
- All of the work to be done on regular time unless specified in Scope of Work.
- All of the cables will be tested to current EIA/TIA Category standards.
- Test reports can be provided in electronic format if requested before project start.
- Surface raceways are not included unless specified in Scope of Work.
- Coring, sleeves, and fire-stopping is not included unless specified in Scope of Work..
- A one year Kelley Communications Inc.'s warranty on labor is included
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Customer

Date

Thank you for this opportunity to provide you with our services.
Please let me know if you have any questions.
Mail to: DMUsky@KelleyComm.com

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AMENDED

<p align="center">APPROVAL</p> <p align="center"><i>Slw</i></p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE</p> <p align="center">09/20/16</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center"> 886-9985-000 CITY PURCHASE OF PROPERTY FOR SALE (TAX KEY NOS. 866-9985-000, 15.1 ACRES AND 885-9997-000, 10.09 ACRES) IN THE WOODVIEW NEIGHBORHOOD, IN THE VICINITY OF PLANNED PUBLIC PARK SITE PN3 IN THE COMPREHENSIVE OUTDOOR RECREATION PLAN, FOR PUBLIC PARK PURPOSES. </p>	<p align="center"><i>G.18.</i></p>

At the September 6, 2016 meeting of the Common Council, this item was tabled.

At the August 8, 2016, meeting of the Park Commission, the following action was approved: move to recommend to the Common Council to purchase two (2) parcels located at Tax Key Nos.: ~~866-9985-000~~ and 885-9997-000 in the vicinity of Woodview Neighborhood Park as identified in the Comprehensive Outdoor Recreation Plan and Comprehensive Master Plan. ~~886-9985-000~~

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of property for public park purposes in the general southwest area of the City and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of property for public park purposes in the general southwest area of the City and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Or,

Action on the above item as the Common Council deems appropriate

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/20/16
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.I.

See attached list from meeting of September 20, 2016.

COUNCIL ACTION REQUESTED

APPROVAL <i>Slw</i> <i>PaD</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/20/16
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated September 2, 2016 through September 15, 2016 Nos. 162126 through Nos. 162267 the amount of \$ 1,953,174.10. Included in this listing are EFT's Nos. 3251 through Nos. 3260 and Library vouchers totaling \$ 11,142.03.

Early release disbursements dated September 2, 2016 through September 14, 2016 under Resolution 2013-6920 in the amount of \$ 1,388,017.74 are provided on a separate listing and are also included in the complete disbursement listing.

The net payroll dated September 16, 2016 is \$ 370,234.06, previously estimated at \$ 373,000.00. Payroll deductions for September 16, 2016 are \$ 225,704.71, previously estimated at \$ 227,000.00.

The estimated payroll for September 30, 2016 is \$ 410,000.00 with estimated deductions and matching payments of \$ 380,000.00.

There were no property tax refunds or settlements.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of September 15, 2016 in the amount of \$ 1,953,174.10 and
- Payroll dated September 16, 2016 in the amount of \$ 370,234.06 and payments of the various payroll deductions in the amount of \$ 225,704.71, plus City matching payments and
- Estimated payroll dated September 30, 2016 in the amount of \$ 410,000.00 and payments of the various payroll deductions in the amount of \$ 380,000.00, plus City matching payments.

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