

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, MARCH 5, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. 1. Citizen Comment Period.
- C. Approval of Minutes:  
Regular Common Council Meeting of February 19, 2019.
- D. Hearings.
- E. Organizational Business - Mayoral Appointments:
  - 1. Teri Hammond, 11459 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission, 3 year unexpired term expiring 04/30/2021.
  - 2. Michael Wrench, 3824 W. Forest Hill Ave., Ald. Dist. 5 – Parks Commission, 3 year unexpired term expiring 04/30/2021.
  - 3. Donald Nierode, 9203 S. 44<sup>th</sup> St., Ald. Dist. 4 – Architectural Board, 3 year unexpired term expiring 04/30/2020.
- F. Letters and Petitions:
- G. Reports and Recommendations:
  - 1. Consent Agenda:
    - (a) Reschedule Common Council Meeting of April 2, 2019 to April 1, 2019 Due to the Spring Election.
    - (b) Request for Retention of Squad Car in the Police Department.
    - (c) Purchase of Squad Car Computers and Motorcycle Camera Systems.
    - (d) Donation in the Amount of \$100 from Rose Spang to the Franklin Police Department to be Deposited into the K9 Account.
    - (e) An Ordinance to Repeal and Recreate Section 10-15 B. of the Municipal Code of the City of Franklin in Order to Amend the Number of Members of the Technology Commission that Comprise a Quorum.
  - 2. Request to Purchase a K9 and Related Training Using Donated Funds from the Franklin Police Citizen Academy Alumni Association.
  - 3. Request for Approval of a 3-year Contract to Administer the Retail Food and Recreation Programs with the Wisconsin Department of Agriculture, Trade, and Human Protection.
  - 4. Concept Review for a Proposed Hotel at 3030 W. Rawson Avenue (R&P, LLC, Owner) (Odyssey Hotels, LLC, Applicant).
  - 5. Concept Review for a Proposed Mixed Use Development Comprised of a Three-Story 10-Unit Commercial Live/Work Building, Two Three-Story 9-Unit Townhouse Buildings and One Three Story 11-Unit Townhouse Building at 7220 W. Ryan Road (Lemke Properties LLC, Owner) (Pasa (Paul) Ece, Applicant).

6. A Resolution Authorizing Certain Officials to Accept a Pedestrian Access and Bicycle Path Easement for and as Part of the Review and Approval of a Final Plat for Ryanwood Manor Phase 1 Subdivision (at Approximately South 76th Street and West Oakwood Road) (Oakwood at Ryan Creek, LLC, Applicant).
7. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Final Plat for Ryanwood Manor Phase 1 Subdivision (at Approximately South 76<sup>th</sup> Street and West Oakwood Road) (Oakwood at Ryan Creek, LLC, Applicant).
8. 2019 Sanitary Sewer User Fee Review.
9. Request to Engage Ehlers & Associates to Conduct an Arbitrage Review of the 2014A and 2017A Bond Issues.
10. An Ordinance to Amend Ordinance 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for the City of Franklin for Fiscal Year 2019 to Establish a 2019 Budget for Tax Increment District 6.
11. An Ordinance to Amend Ordinance 2017-2301, an Ordinance Adopting the 2018 Annual Budgets for General, Solid Waste, St. Martins Fair, Civic Celebrations, Fire Grants, Tax Increment District 4 and Tax Increment District 5 Funds for the City of Franklin for Fiscal Year 2018 to Provide Appropriations for Actual Performance to Amended Budget for Calendar Year 2018.
12. An Ordinance to Amend Ordinance 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for the General Fund, Development Fund, Civic Celebrations, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, Tax Increment District ("TID") 3, TID 4, TID 5, TID 6 Fund, and Sanitary Sewer Fund for the City of Franklin for Fiscal Year 2019 to Approve Budget Encumbrances from the 2018 Budget as Amendments to the 2019 Budget.
13. An Ordinance to Amend Ordinance 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for the Capital Outlay Fund for the City of Franklin for Fiscal Year 2019 to Carryover Incomplete 2018 Projects as an Amendment to the 2019 Budget.
14. A Resolution to Amend the City of Franklin Investment Policy Statement – Reserve and Liquidity Investments.
15. Recommendation from the Committee of the Whole Meeting of March 4, 2019:
  - (a) Professional Services Agreement in Regard to the Selection, Negotiation and Communication of Supplier of Public Water for the City of Franklin.
  - (b) Concept Review for a Proposed 40-Unit Apartment Development Upon an Approximately 5.72 Acre Property Bearing Tax Key No. 795-9999-008 (122nd Street Land Company, Owner) (Bodner Property Management, LLC, Applicant).

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of March 5, 2019.

I. Bills.

Request for Approval of Vouchers and Payroll.

## Common Council Meeting Agenda

March 5, 2019

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### J. Adjournment.

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

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

### REMINDERS:

March 7	Plan Commission Meeting	7:00 p.m.
March 19	Common Council Meeting	6:30 p.m.
March 21	Plan Commission Meeting	7:00 p.m.
April 2	Spring Election	7:00 a.m.-8:00 p.m.
April (to be determined)	Common Council Meeting	6:30 p.m.
April 4	Plan Commission Meeting	7:00 p.m.
April 16	Common Council Meeting	6:30 p.m.

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FEBRUARY 19, 2019  
MINUTES

ROLL CALL

- A. The regular meeting of the Common Council was held on February 19, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Mark Luberda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

- B.1. Citizen comment period was opened at 6:31 p.m. and closed at 6:53 p.m.

PROCLAMATION  
PATRICK HAYES

- B.2. Mayor Olson presented a Proclamation in Recognition of Patrick M. Hays Upon His Retirement as Assistant Fire Chief.

MINUTES  
FEBRUARY 5, 2019

- C. Alderman Dandrea moved to approve the minutes of the regular Common Council Meeting of February 5, 2019 as amended at Item G.10.(a). Seconded by Alderman Mayer. All voted Aye; motion carried.

HEARINGS  
2025 COMP MASTER  
PLAN S. 76TH ST. AND W.  
OAKWOOD RD.

- D. A public hearing was called to order at 7:03 p.m. regarding a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the future land use map use designation for a portion of the property located at the northwest corner of South 76th Street and West Oakwood Road, from business park use to residential use (Oakwood at Ryan Creek, LLC, applicant). The property which is the subject of this application bears Tax Key No. 934-9992-010, consisting of approximately 43.63 acres of land. The portion of the property subject to this amendment is approximately 3.25 total acres of land located in the City of Franklin, Milwaukee County, Wisconsin. The public hearing was closed at 7:03 p.m.

ORD. 2019-2353  
AMEND 2025  
COMP PLAN S. 76TH ST.  
AND W. OAKWOOD RD.  
(OAKWOOD AT RYAN  
CREEK, LLC)

- G.1. Alderman Nelson moved to adopt Ordinance No. 2019-2353, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN PARCEL OF LAND FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-5 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (THE NORTHWEST CORNER OF SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (APPROXIMATELY 3.25 ACRES) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman

Dandrea. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Barber, and Alderman Nelson voted Aye; Alderwoman Wilhelm and Alderman Taylor voted No. Motion carried.

ORD. 2019-2354  
AMEND UDO  
REZONE S. 76TH ST. AND  
W. OAKWOOD RD.  
(OAKWOOD AT RYAN  
CREEK, LLC)

G.2. Alderman Nelson moved to adopt Ordinance No. 2019-2354, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR A PORTION OF THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF SOUTH 76TH STREET AND WEST OAKWOOD ROAD FROM BUSINESS PARK USE TO RESIDENTIAL USE (APPROXIMATELY 3.25 ACRES) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2019-7466  
APPROVE PLAT  
S. 76TH ST. AND W.  
OAKWOOD RD.  
(OAKWOOD AT RYAN  
CREEK, LLC)

G.3. Alderman Nelson moved to adopt Resolution No. 2019-7466, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried. (See Item G.3. following Item I. on page 6.)

MAYORAL  
APPOINTMENTS

E. Alderman Barber moved to confirm the following Mayoral Appointments to the Tourism Committee: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St. (Hotel/Motel Industry Member) (Ald. Dist. 2), one year term expiring 12/31/2019; Shaun Marefka, 7644 S. Mission Ct. (Ald. Dist. 2), one year term expiring 12/31/2019. Amy Schermetzler, 4227 W. Central Ave. (Ald. Dist. 4), one year term expiring 12/31/2019. Mark Wylie, 7468 Carter Circle S. (Ald. Dist. 5), one year term expiring 12/31/2019 and Ann Adamski, 7825 S. Stonebrook Ct. (Ald. Dist. 3), one year term expiring 12/31/2019. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.

CITY LOGO  
CORRESPONDENCE

F.1. No action was taken on correspondence from Jeff and Karen Malecki regarding the proposed new City logo.

WPDES PERMIT EMAIL  
FROM ALDW. WILHELM

F.2. No action was taken on correspondence from Alderwoman Wilhelm to Jason Knutson, Wisconsin Department of Natural Resources, regarding Wisconsin Electric Power Co., Oak Creek Power Plant and Elm Road Generating Station Wisconsin Pollutant Discharge Elimination System (WPDES) Permit No. WI-0000914-08-0.

- |  |      |   |
|--|------|---|
| WPDES PERMIT<br>CORRESPONDENCE<br>FROM OAK CREEK<br>WATER & SEWER                            | F.3. | No action was taken on correspondence from Mike Sullivan, General Manager of Oak Creek Water and Sewer Utility, regarding Wisconsin Electric Power Co., Oak Creek Power Plant and Elm Road Generating Station Wisconsin Pollutant Discharge Elimination System (WPDES) Permit No. WI-0000914-08-0.  |
| CONCEPT REVIEW FOR<br>HOTEL AT 3030 W<br>RAWSON AVE.<br>(ODYSSEY HOTELS, LLC,<br>APPLICANT)  | G.4. | Alderman Wilhelm moved to table to March 5, 2019, a concept review presentation for a proposed hotel development (approximately 2.21 acres generally located on the northwest corner of W. Rawson Avenue and S Riverwood Boulevard) (R&P, LLC, Owner) (Odyssey Hotels, LLC, Applicant). Seconded by Alderman Barber. All voted Aye; motion carried.   |
| RES. 2019-7467<br>SPECIAL USE FOR<br>TRUCKING BUSINESS<br>(STAR TRUCKING, LLC,<br>APPLICANT) | G.5. | Alderman Nelson moved to adopt Resolution No. 2019-7467, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN OVER-THE-ROAD TRUCKING COMPANY BUSINESS USE UPON PROPERTY LOCATED AT 11141 WEST FOREST HOME AVENUE (BORIS STRBAC, OWNER, STAR TRUCKING, LLC, APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.   |
| FRANKLIN SENIOR<br>CITIZEN UPDATE  | G.6. | Alderman Taylor moved to receive and place on file the Franklin Senior Citizens, Inc. program update. Seconded by Alderman Nelson. All voted Aye; motion carried.   |
| CITY BRAND AND<br>MARKETING CAMPAIGN<br>UPDATE   | G.7. | No action was taken following the THIEL Brand Design, Economic Development Commission and Tourism Commission update on City Brand and Marketing Campaign.   |
| ORD. 2019-2355<br>AMEND MUNICIPAL<br>CODE TO INCREASE<br>AMBULANCE SERVICE<br>FEES           | G.8. | Alderman Taylor moved to adopt Ordinance 2019-2355, AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO INCREASE THE AMBULANCE SERVICE EMERGENCY MEDICAL SERVICES FEES FOR BASIC LIFE SUPPORT SERVICES AND ADVANCED LIFE SUPPORT SERVICES AND TRANSPORT. Seconded by Alderman Mayer. All voted Aye; motion carried.   |
| GREENFIELD MOU<br>STUDY FOR SHARED<br>FIRE SERVICES  | G.9. | Alderman Barber moved to authorize to execute a Memorandum of Understanding with the City of Greenfield to have the Wisconsin Policy Forum study and report opportunities for shared fire services and to authorize an expenditure of \$5,000 from the General Fund Unrestricted Contingency Appropriation for such a report. Seconded by Alderman Mayer. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Taylor, Alderman Barber, and |

Alderman Nelson voted Aye; Alderwoman Wilhelm voted No.  
Motion carried.

RES. 2019-7468  
CONDITIONS AND  
RESTRICTIONS FOR  
SPECIAL USE OF DPW  
BUILDING

G.10. Alderman Taylor moved to adopt Resolution No. 2019-7468, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO TEMPORARILY RELOCATE THE VILLAGES OF HALES CORNERS DEPARTMENT OF PUBLIC WORKS EQUIPMENT AND EMPLOYEES TO THE SITE OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITY LOCATED AT 7979 WEST RYAN ROAD (MICHAEL J. MARTIN, DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF HALES CORNERS, APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried.

REBID OF THE  
PLEASANT VIEW PARK  
PAVILION

G.11. Alderman Nelson moved to direct staff to rebid the Pavilion in Pleasant View Park Project, (4901 W. Evergreen Street) allowing a more flexible project timeline and standards including language that allows for equivalent pre-fabricated proposals similar to the specified plans and return bid results subject to evaluation and final decision of the Common Council. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ALTERNATE NATURAL  
GAS SUPPLIER FOR THE  
FRANKLIN LAW  
ENFORCEMENT CENTER

G.12. Alderman Taylor moved to contract with WoodRiver Energy, LLC for natural gas purchase at the Franklin Law Enforcement Center for an initial three year period beginning November, 2019. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7469  
AMEND RES NO. 2018-  
7453 CONTRACT WITH  
GREELEY AND HANSEN  
FOR IND. PARK LIFT  
STATION

G.13. Alderman Taylor moved to adopt Resolution No. 2019-7469, A RESOLUTION TO AMEND PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR TASK 7 OF THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR AN ADDITIONAL \$5,400. Seconded by Alderman Nelson. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Taylor, and Alderman Nelson voted Aye; Alderwoman Wilhelm voted No. Motion carried.

BID 2019 LOCAL ROAD  
PROGRAM

G.14. Alderwoman Wilhelm moved to solicit contracts per compliance with applicable public works bidding requirements for the 2019 Local Road Program. Seconded by Alderman Barber. All voted Aye; motion carried.



REPLACEMENT  
COMPUTERS FOR THE  
POLICE AND PLANNING  
DEPARTMENTS

- G.15. Alderman Barber moved to authorize the purchase of 31 computer replacements for the Police Department and Planning Department for a cost not to exceed \$17,000 to be funded out of the \$100,000 appropriation in the 2019 Capital Outlay Budget for "planned spending pending additional consideration." Seconded by Alderman Dandrea. All voted Aye; motion carried.

CITY HALL ROOF, HVAC  
AND FASCIA PROJECT

- G.16. No action was taken on the update on City Hall roof, HVAC, and fascia wood replacement project.

2020 BUDGET  
TIMETABLE

- G.17. Alderman Taylor moved to adopt the 2020 Annual Budget Preparation Timetable, dated February 15, 2019, as presented, subject to any future regular meeting schedule changes if so made by the Common Council. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

LICENSES AND PERMITS

- H. Alderman Taylor moved to approve the following:  
Grant Operator licenses to Nicole J. Baraniak, 6412 W. Lincoln Ave., West Allis; Jamie L. Gorski, 3201 W. Birchwood Ave., Milwaukee; Brian A. Krasowski, 2936A S. 13th St., Milwaukee; Jane M. Michael 3720 7 Mile Rd., Caledonia; Christina M. Ryan, 6952 W. Imperial Dr.; and  
Grant Extraordinary Entertainment & Special Event license to Mulligan's Irish Pub & Grill, Brian Francis, for their St Patrick's Day Party on 03/17/19, with tent placement to accommodate weather conditions. Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

- I. Alderman Barber moved to approve the following:  
City vouchers with an ending date of February 14, 2019 in the amount of \$2,055,695.25; Payroll dated February 15, 2019 in the amount of \$384,275.07 and payments of the various payroll deductions in the amount of \$416,165.59 plus City matching payments; and Estimated Payroll dated March 1, 2019 in the amount of \$395,000.00 and payments of the various payroll deductions in the amount of \$222,000.00, plus City matching payments; and property tax payments and settlements with an ending date of February 14, 2019 in the amount of \$8,006,391.19; the release of payment to Bond Trust services in the amount of \$10,340,680.00; the release of payment of Knight Barry. in the amount of \$1,204,299.59; The release of payment of Knight Barry, in the amount of \$1,046,898.68; and the release of Knight Barry in the amount of \$729,555.81. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

- G.3. Alderman Nelson moved to reconsider Item G.3., "Alderman Nelson moved to adopt Resolution No. 2019-7466, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried." The motion to reconsider was seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Nelson then moved to adopt Resolution No. 2019-7466, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Taylor. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 7:40 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 03-5-19</b>
<b>ORGANIZATIONAL BUSINESS</b>	<b>Boards and Commissions Appointments</b>	<b>ITEM NUMBER</b>

The Mayor has made the following appointments for Council confirmation:

1. Teri Hammond, 11459 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission, 3 year unexpired term expiring 04/30/2021.
2. Michael Wrench, 3824 W. Forest Hill Ave., Ald. Dist. 5 – Parks Commission, 3 year unexpired term expiring 04/30/2021.
3. Donald Nierode, 9203 S. 44<sup>th</sup> St., Ald. Dist. 4 – Architectural Board, 3 year unexpired term expiring 04/30/2020.

### **COUNCIL ACTION REQUESTED**

Motion to confirm the following Mayoral appointments:

1. Teri Hammond, 11459 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission, 3 year unexpired term expiring 04/30/2021.
2. Michael Wrench, 3824 W. Forest Hill Ave., Ald. Dist. 5 – Parks Commission, 3 year unexpired term expiring 04/30/2021.
3. Donald Nierode, 9203 S. 44<sup>th</sup> St., Ald. Dist. 4 – Architectural board, 3 year unexpired term expiring 04/30/2020.

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Monday, November 12, 2018 2:59 PM  
**To:** Lisa Huening; Shirley Roberts; Sandi Wesolowski  
**Subject:** Volunteer Fact Sheet

**Name:** Teri Hammond  
**PhoneNumber:** 414-331-8783  
**EmailAddress:** [terih60@gmail.com](mailto:terih60@gmail.com)  
**YearsasResident:** 24 years  
**Alderman:** John Nelson  
**ArchitecturalBoard:** 0  
**CivicCelebrations:** 0  
**CommunityDevelopmentAuthority:** 0  
**EconomicDevelopmentCommission:** 0  
**EnvironmentalCommission:** 0  
**FinanceCommittee:** 0  
**FairCommission:** 1  
**BoardofHealth:** 0  
**FirePoliceCommission:** 0  
**ParksCommission:** 0  
**LibraryBoard:** 0  
**PlanCommission:** 0  
**PersonnelCommittee:** 0  
**BoardofReview:** 0  
**BoardofPublicWorks:** 0  
**QuarryMonitoringCommittee:** 0  
**TechnologyCommission:** 0  
**TourismCommission:** 0  
**BoardofZoning:** 0  
**WasteFacilitiesMonitoringCommittee:** 0  
**BoardWaterCommissioners:** 0  
**CompanyNameJob1:** ATI Physical Therapy  
**TelephoneJob1:** 414-331-8783  
**StartDateandPositionJob1:** 10/31/16 Patient Service Specialist Float  
**EndDateandPositionJob1:**  
**CompanyNameJob2:**  
**TelephoneJob2:**  
**StartDateandPositionJob2:**  
**EndDateandPositionJob2:**  
**CompanyNameJob3:**

**TelephoneJob3:**  
**StartDateandPositionJob3:**  
**EndDateandPositionJob3:**  
**Signature:** Teri Hammond  
**Date:** Nov 12, 2018  
**Signature2:** Teri Hammond  
**Date2:** Nov. 12, 2018  
**Address:** 11459 W. St. Martin's Rd Franklin, WI 53132  
**PriorityListing:**  
**WhyInterested:** As a long time resident of the Village of St. Martins i feel that i would like to share my thoughts and ideas.  
**CompanyAddressJob1:** 790 Remington Blvd Bolingbrook, IL  
**DescriptionofDutiesJob1:** Front Office Co-ordinator, I travel to the different Clinics in Southeastern Wisconsin  
**AddressJob2:**  
**DescriptionofDutiesJob2:**  
**AddressJob3:**  
**DescriptionofDutiesJob3:** I was a Volunteer for the Brew City Bruisers Woman's Flat Track Roller Derby, I was Chair of the Steering Committee and Head of Bout Production for 4 years. I was also a Volunteer for Team Franklin Special Olympics.  
**AdditionalExperience:**  
**ClientIP:** 99.6.220.68  
**SessionID:** 4qvx5zzc12mm4q553f3ckjay  
See Current Results

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.gov  
**Sent:** Monday, April 16, 2018 5:39 PM  
**To:** Lisa Huening; Shirley Roberts; Sandi Wesolowski  
**Subject:** Volunteer Fact Sheet

**Name:** Michael Wrench  
**PhoneNumber:** 414.520.9100  
**EmailAddress:** Michaelwrench@hotmail.com  
**YearsasResident:** 12  
**Alderman:**  
**ArchitecturalBoard:** 0  
**CivicCelebrations:** 0  
**CommunityDevelopmentAuthority:** 0  
**EconomicDevelopmentCommission:** 0  
**EnvironmentalCommission:** 0  
**FinanceCommittee:** 0  
**FairCommission:** 0  
**BoardofHealth:** 0  
**FirePoliceCommission:** 0  
**ParksCommission:** 1  
**LibraryBoard:** 0  
**PlanCommission:** 0  
**PersonnelCommittee:** 0  
**BoardofReview:** 0  
**BoardofPublicWorks:** 0  
**QuarryMonitoringCommittee:** 0  
**TechnologyCommission:** 0  
**TourismCommission:** 0  
**BoardofZoning:** 0  
**WasteFacilitiesMonitoringCommittee:** 0  
**BoardWaterCommissioners:** 0  
**CompanyNameJob1:** Milwaukee County Parks  
**TelephoneJob1:** 414.257.6100  
**StartDateandPositionJob1:** 1995/ currently Deputy Regional Operation Manager  
**EndDateandPositionJob1:** Currently employed  
**CompanyNameJob2:** Franklin High School  
**TelephoneJob2:**  
**StartDateandPositionJob2:** 2013. Head Freshman Football Coach  
**EndDateandPositionJob2:** Still employed  
**CompanyNameJob3:** Sazs

**TelephoneJob3:** 414.256.8765  
**StartDateandPositionJob3:** 2002. Bartender  
**EndDateandPositionJob3:** Currently employed  
**Signature:** Michael Wrench  
**Date:** 4/16/18  
**Signature2:** Michael Wrench  
**Date2:** 4/16/18  
**Address:** 3824 w foresthill  
**PriorityListing:**  
**WhyInterested:** I am interested in serving. My experience would be a great asset to the community.  
**CompanyAddressJob1:** 9480 Watertown plank Road Wauwatosa WI  
**DescriptionofDutiesJob1:** I oversee all operations for the South region of Milwaukee County. That would include athletic fields, rental facilities, picnic sites, and park land. I oversee their upkeep and maintenance. I oversee personal, budgets, and special events.  
**AddressJob2:**  
**DescriptionofDutiesJob2:** Plan practices, teach student athletes proper techniques, schedule buses, work with parents and booster club to answer any questions.  
**AddressJob3:** 201 w Walker Milwaukee  
**DescriptionofDutiesJob3:** Cash handling and inventory for liquor and beer during special events.  
**AdditionalExperience:** I am active and involved in my community. I serve as our HOA president. I also volunteer for many youth sports.  
**ClientIP:** 99.59.172.77  
**SessionID:** iwc5jv55rlhtfm55fpzavw45  
[See Current Results](#)

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>03-05-19</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Reschedule Common Council Meeting of April 2, 2019 to April 1, 2019 Due to the Spring Election</b>	<b>ITEM NUMBER</b> <i>G. I. (a)</i>

The Common Council may wish to reschedule the Common Council meeting of April 2, 2019 to April 1, 2019 due to the Spring Election.

### COUNCIL ACTION REQUESTED

Motion to reschedule the Common Council meeting of April 2, 2019 to April 1, 2019 due to the Spring Election.

OR

As directed.

CLERKDEPT

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<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>3/5/19</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Purchase of Squad Car Computers and Motorcycle Camera Systems</b>	<b>ITEM NUMBER</b>  <i>G.I. (c)</i>
<p>The Police Department requests to purchase 7 Patrol PCs (Computer tablets for squad cars). This equipment was approved in the 2019 Budget. The cost is \$24,000 which is the exact amount budgeted for this purchase.</p> <p>The Police Department requests to purchase 2 Motorcycle Video Systems. This equipment was approved in the 2019 Budget. The cost is \$13,090 which is within the budgeted amount.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Authorize the Police Department to expend budgeted funds to purchase Squad Computers and Motorcycle Video systems in the amount of \$24,000.</p>		



**Patrol PC**  
344 John L Dietsch Boulevard, Unit 1&2  
North Attleboro, MA, US 02763  
(508) 699-0458

**Estimate Date:** 2019-02-27  
**Expiry Date:** 2019-04-28  
**Sale Agent:** Jim McNeill

**ESTIMATE**

# EST-1291

**Bill To**  
WI - Franklin PD  
9455 West Loomis Road  
Franklin, WI, US, 53132

**Ship To**  
WI - Franklin PD  
9455 West Loomis Road  
Franklin, WI, US, 53132

#	Item	Description	Rate	Qty	Amount
1	<b>RH-M1</b>	RhinoTab M1 (12.1" Sunlight Readable Display - 1200 NITS+, Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WIFI 802.11 2.45GHz B/G/N/AC + BlueTooth, GPS, Front 2MP Camera, Rear 5MP Camera w/ Flash, Dual Digital Microphones, Stereo Speakers)	3,199.00	7	22,393.00
	<b>Motherboard: MB-I5-RH-M1</b>	Motherboard (I5): Intel Core i5-5300U Processor (2.3GHz/2.7GHz, 3MB Cache, 2 Core, HD5500 Graphics, 2 USB 3.0 ports, 2 mPCIe half card slots, TPM v2.0)	0.00	7	0.00
	<b>RAM: RAM-8GB-DDR3</b>	8GB DDR3-1600 RAM	0.00	7	0.00
	<b>Hard-Drive: SSD-240GB-MSATA</b>	240GB mSATA 6GB/sec SSD	0.00	7	0.00
	<b>Overlay: OVERLAY-S-RH-M1</b>	Standard RhinoTab Bezel Overlay Package	0.00	7	0.00
	<b>Warranty: WRNT-3YR-RH-M1</b>	3 Year RhinoTab Computer Warranty (Tablet Only)	0.00	7	0.00
2	<b>RD-S-2</b>	RhinoTab Dock R2 (1 10/100/1G Ethernet, 6 USB 3.0, micro HDMI, 3 Empty Expansion Card Slots for USB 3.0 or Ethernet, 1 Empty mPCIe half card slot, 4 RF Pass-Thru, 4 Ports for External Power Control and Ignition Sensing)	799.00	1	799.00
	<b>Warranty: WRNT-3YR-RD-S-2</b>	3 Year RhinoTab Dock Warranty (RD-S-2 Dock Only)	0.00	1	0.00
	<b>Power Cable: CBL-PWR-6FT-NC</b>	6 FT Fused Power Cable	0.00	1	0.00
	<b>Expansion Slot 1: RD-EXP-ETH</b>	RhinoTab Dock 10/100/1G Ethernet Expansion Card	223.00	1	223.00
3	<b>MNT-VEH-TM-5126-PIU</b>	On-Dash Mount with Single Arm / Double Pivot and G.R.I.P. Tilt/Swivel for Display/Tablet and Keyboard Mount with Double Arm and G.R.I.P. Tilt/Swivel for Ford Police Interceptor UTILITY, Adapter Plate sold separately. ( YEAR ) ( MAKE ) ( MODEL ) ( CONSOLE )	515.00	1	515.00
4	<b>MNT-AP-5120-PPC</b>	Adaptor Plate for PatrolPC® on TM-512x series mounts	49.00	1	49.00
5	<b>PWR-AC-15V-90W-NC</b>	90W A/C Power Adapter US Plug (100-250VAC In, 15VDC Out, 1 Year Manufacturer's Warranty) No Charge (Included with Tablet order).	0.00	1	0.00

**Sub Total** 23,979.00  
**Shipping Cost** 202.00  
**Adjustment** -181.00  
**Total** 24,000.00

Will a matching purchase order be issued for this order?

YES

☐

NO

☐

When will vehicles be available for installation?

Printed Name:

Rank:

Date of Approval:



## 4RE/VISTA Price Quote

CUSTOMER: Franklin Police Department

ISSUED: 6/26/2018 1:55 PM

EXPIRATION: 7/26/2018 5:00 AM

9455 W Loomis Rd,  
Franklin, WI,,  
53132-9690

TOTAL PROJECT ESTIMATED AT  
\$13,090.00

ATTENTION: Curtis Goens

SALES CONTACT: Douglas Armstrong

PHONE: 414-425-2522

DIRECT:

E-MAIL: CGoens@franklinwi.gov

E-MAIL: DArmstrong@WatchGuardVideo.com

### 4RE and VISTA Proposal

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	2.00	\$150.00	\$0.00	\$300.00

#### 4RE Motorcycle System

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-64S-GPS-MTR	4RE Motorcycle Camera System. Includes Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, GPS, 900 MHz Hi Fidelity wireless microphone, hardware, cabling and mounts.	2.00	\$5,295.00	\$0.00	\$10,590.00

#### Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	2.00	\$200.00	\$0.00	\$400.00

#### 4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	2.00	\$0.00	\$0.00	\$0.00

#### Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	2.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	2.00	\$0.00	\$0.00	\$0.00

#### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-RMT-410	4RE Remote System Setup, Configuration,	1.00	\$750.00	\$0.00	\$750.00

415 Century Parkway • Allen, TX • 75013  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Testing and Admin Training

### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$50.00	\$0.00	\$50.00
					\$13,090.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$0.00

Additional Quote Discount \$0.00

**Total Price: \$13,090.00**


NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_



<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <i>3/05/2019</i>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>FRANKLIN POLICE DEPARTMENT DONATIONS</b>	<b>ITEM NUMBER</b> <i>G.I.(d)</i>
<p>The Franklin Police Department received the following donation:</p> <p><u>K9 Donation</u> February 26, 2019 - Rose Spang - \$100.00</p> <p><b>COUNCIL ACTION REQUESTED</b></p> <p>Respectfully request that the above donation be approved for deposit into the K9 Donation account.</p>		

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>3/5/2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>An Ordinance to Repeal and Recreate Section 10-15 B. of the Municipal Code of the City of Franklin in Order to Amend the Number of Members of the Technology Commission that Comprise a Quorum</b>	<b>ITEM NUMBER</b>  <b>6.1. (e)</b>

The Technology Commission provides the City with valuable assistance in evaluating options and strategies for maintaining and improving its technology network. The diverse expertise the various members bring to the table serves to help ensure the City's technology-based strategies are well vetted. The members often serve as a round table or think tank providing staff with suggestions and solutions to better address the issues, concerns, and efforts of City staff.

The membership of the Commission is large at 11, but this larger number helps to provide the broad scope of expertise from which the City benefits. As the larger Commission size resulted in a larger quorum, the Council, back in August 2012, approved Ordinance 2012-2088 that amended Section 10-15 B. of the Municipal Code stating "five members present constitutes a quorum of the Technology Commission". As numerous members of the Commission frequently have personal and professional commitments that take them out of town or otherwise make them unavailable for meetings, it is once again becoming a concern getting a quorum with 5 members for their monthly meetings.

Since Roberts Rules of Order does not require that a quorum be a majority of members and there are no applicable statutory limitations in this instance, it is simply necessary for the Common Council to establish what number constitutes a quorum for the Technology Commission. Reducing the quorum to 4 from its current 5 should eliminate the existing problem where meetings are being cancelled due to lack of a quorum. Additionally, a quorum of 4 is still equivalent to a majority of a board having 7 members, so it is still an appropriate number from which to gain input. There may still be meetings that can't convene, but instances of a cancelled meeting should be dramatically reduced.

The attached ordinance repeals and recreates Section 10-15 B. "Composition and Quorum" for the Technology Commission of the Municipal Code to change the last sentence to read "Four members present shall constitute a quorum of the Commission". It also incorporates a technical correction that clarifies that the Director of Administration and City Attorney may have a designee provide staff assistance, which currently happens with the Director of Information Services. (The Director of I.S. position was not created the last time this section of the Code was revised.)

It is appropriate and in the City's best interest, given the nature of the Technology Commission and the characteristics of the individual members and their professional requirements, to reduce the quorum required. The attached ordinance achieves that step. I recommend approval.

### **COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2019-\_\_\_\_\_, "An Ordinance to Repeal and Recreate Section 10-15 B. of the Municipal Code of the City of Franklin, in order to Amend the Number of Members of the Technology Commission that Comprise a Quorum."

## ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE TO REPEAL AND RECREATE SECTION 10-15 B. OF THE MUNICIPAL CODE OF  
THE CITY OF FRANKLIN, IN ORDER TO AMEND THE NUMBER OF MEMBERS OF THE  
TECHNOLOGY COMMISSION THAT COMPRISE A QUORUM

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WHEREAS, Section 19-6 of the Municipal Code of the City of Franklin dictates that "Deliberations of the Council shall be conducted in accordance with the parliamentary rules in Roberts Rules of Order," which rules define quorum as "The minimum number of members who must be present at the meetings of a deliberative assembly for business to be validly transacted" (page 21) and provide that "In all other committees and in boards, the quorum is a majority of the members of the board or committee unless a different quorum is provided for:...(b) by a rule of the parent body or organization..." (page 347), and

WHEREAS, Roberts Rules of Order indicates that "Depending on the organization and the provision it adopts in this regard, the number of members constituting a quorum may vary" (page 345) and that "There is no single number or percentage of members that will be equally suitable as a quorum in all societies. The quorum should be as large a number of members as can reasonably be depended on to be present at any meeting,... (Page 346); thereby debunking, at this and multiple other points in the text, the commonly held interpretation that a "majority" of a committee's members must constitute a quorum, and

WHEREAS, the Technology Commission maintains a large membership to take advantage of the disparate expertise and base of knowledge of its various members, but the nature of the professional positions of such accomplished individuals causes many occasions where members are unavailable due to travel and other personal and professional commitments, which unavailability does not diminish their potential value to the Technology Commission in particular and to the City of Franklin in general, and

WHEREAS, in order to maintain access to a broad spectrum of experienced individuals while ensuring sufficient attendance and representation to consistently conduct business, it is in the best interest of the City of Franklin to reduce the number of members of the Technology Commission required in order to convene the Commission and to transact the business of the Commission.

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

SECTION 1:           §10-15 B. "Composition and Quorum" of the Municipal Code of Franklin, Wisconsin, is hereby repealed and recreated as follows:

§10-15 "B. Composition and Quorum. The Technology Commission shall be comprised of 11 members appointed by the Mayor and confirmed by the Common Council. One of the members shall be an Alderman. The Director of Administration and the City Attorney, or their designee(s), shall provide staff assistance to the Commission upon the Commission's request or the request of its Chairman. Four members present shall constitute a quorum of the Commission."

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of March, 2019, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of March, 2019.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

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<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>3/5/19</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Request to Purchase a K9 and Related Training Using Donated Funds from the Franklin Police Citizen Academy Alumni Association</b>	<b>ITEM NUMBER</b>  <b>G. 2.</b>

The Police Department recently had to take one its K9s out of service. The Franklin Police Citizen Academy Alumni Association has informed the department they are willing to donate at least \$12,000 to help fund the purchase and training of a new K9.

In addition, the department currently has approximately \$3,700 in its Canine Donation Account. The approximate cost of the K9 and training is \$15,000. Total funds available would be \$15,700.00.

### **COUNCIL ACTION REQUESTED**

Authorize the Police Department to accept a donation of approximately \$12,000.00 and use it, along with existing donated funds, to fund the purchase and training of a new K9.

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>03/05/2019</b>
<b>Reports and Recommendations</b>	<b>Motion to Authorize the Director of Health and Human Services to Execute a Contract to Administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade and Human Protection</b>	<b>ITEM NUMBER</b> <i>6.3.</i>
<p><b>Background:</b> 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. The Franklin Environmental Health Program completed their Evaluation &amp; Standardization process with DATCP in late 2018, and is approved for the next three years.</p> <p>DATCP has recently released new contracts for the licensing year beginning July 2, 2019. This contract would extend until June 30, 2022. Without a contract agreement, the current contracts will be terminated no later than June 30, 2019. The purpose of this council action sheet is a motion to authorize the health department director to sign the agent city contract with DATCP.</p> <p><b>Analysis:</b> The Franklin Health Department has been an agent city in good standing with DHS and DATCP for over 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 minor Policy &amp; Procedure revisions. Local permitted establishments should not notice any license changes and no fee increases are recommended at this time.</p> <p><b>Options:</b> 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.</p> <p><b>Recommendation:</b> 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.</p> <p><b>Fiscal Note:</b> Local service is essentially unaltered. Required changes in policy and procedure manual can be completed by existing staff and available resources.</p>		

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion authorizing proper officials for the City of Franklin to sign the contract to 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. ATPC 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, 2019 – June 30, 2022** and shall remain in effect for three fiscal years unless otherwise specified, and shall remain in effect during the three fiscal years unless specifically terminated, revoked, or suspended, as provided in the contract. The Department shall issue contracts for future contract periods to the Agent by January 1 of the last fiscal 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 1 of the last fiscal 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. ATPC 74, and the terms and conditions of this Contract. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments, 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, interpretive memos and procedures including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATPC 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. ATPC 74, and this Contract.

Pursuant to ATPC 74.06 (7), the Department shall whenever feasible provide notice to an Agent program at least one fiscal year before making any changes to Department policies and

procedures not specified in the contract that would adversely affect the budget of an Agent program.

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. **Agent** means a local health department (LHD) as defined in Wis. Stat. § 250.01 (4), that has entered into a contract with the Department and is authorized under the terms of that contract to administer a retail food establishment, lodging, and recreational safety regulatory program, pursuant to Wis. Stat. §§ 97.41 and 97.615 (2), in the local health department's area of jurisdiction.
- B. **Agent Program** means the retail food establishment, lodging, and recreational safety regulatory program operated by an Agent.
- C. **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.
- D. **Agent Standard** means a member of the Agent's inspection staff, responsible for leading standardization exercises, as prescribed in the Department's Standardization Manual, 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.
- E. **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 indicated in this contract or a local public health ordinance or regulation.
- F. **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.

- G. **Contract** means a signed, written agreement between a local health department and the Department setting forth the obligations of each party in the operation of an Agent program.
- H. **The Department** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- I. **Enforcement Action** means a statutorily-authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes or Administrative Code, or a local public health ordinance or regulation. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, license suspension, or revocation of a license.
- J. **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 licensed pursuant to Wis. Stat. ch. 97.
- K. **Fiscal Year** means July 1 of one year through June 30 of the next year.
- L. **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.
- M. **Foodborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.
- N. **Inspection Fee** means a fee charged by the Agent program, the amount of which is reasonably related to the cost of performing an assessment of an establishment's compliance with the statutes and rules, under which a license is granted, including the following:
1. An inspection in an establishment not under the Department's regulatory authority.
  2. An Agent inspection in its jurisdiction of a Department licensed mobile or temporary retail food establishment.
- O. **Inspector** means any employee inspecting establishments for the Department or the Agent under the jurisdiction of an Agent program.
- P. **License** means the legal authority granted by the Department or its Agent to operate an establishment.
- Q. **Licensee** means the person or entity licensed to operate an establishment.

- R. **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).
- S. **Memorandum of Understanding (MOU)** means an agreement between the Department and another state agency for designating each agency's responsibilities in shared governance.
- T. **New Agent** means an Agent that has entered into its first contract with the Department or an Agent that has applied to reenter into a contract with the Department after termination of a previous contract.
- U. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability company, municipality, county, town, or state or local agency.
- V. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating.
- W. **Program Evaluation** means an assessment by the Department of the Agent's adherence to the provisions of this Contract.
- X. **Registered Environmental Health Specialist/Registered Sanitarian or REHS/RS** means a person who holds an REHS/RS credential awarded by the National Environmental Health Association.
- Y. **Registered Sanitarian or RS** means an individual who is a Wisconsin-registered sanitarian, pursuant to Wis. Stat. §440.98 and Wis. Admin. Code. chs. SPS 174 to 177, or is recognized as a registered environmental health specialist/registered sanitarian.
- Z. **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).
- AA. **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. As determined in consultation with a supervisor, an excessive number of violations that show a lack of managerial control observed during an inspection.

- BB. **Routine inspection** means the annual evaluation of a licensee's operation of its establishment.
- CC. **Sanitarian** means a person who is qualified to conduct inspections as an Agent of the Department and meets the requirements under Wis. Admin. Code § ATP 74.08 (2).
- DD. **Standard** means a Department (state standard) or Agent employee (Agent standard) who is certified as correctly interpreting and enforcing Wis. Admin. Code chs. ATP 72, 73, 75 and its Appendix, 76, 78, and 79.
- EE. **Standardization exercise** means an evaluation conducted by a standard to determine if a sanitarian is correctly interpreting and enforcing Wis. Admin. Code chs. ATP 72, 73, 75 and its Appendix, 76, 78, and 79.
- FF. **Standardization (initial)** means a sanitarian's first successful completion of required field exercises by using risk based inspection methods, as specified in the Department's Standardization Manual.
- GG. **Standardization (maintenance)** means a sanitarian's successful completion of field exercises by using risk based inspection methods, required every three years to maintain standardization certification, as specified in the Department's Standardization Manual.
- HH. **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 for, monitoring and evaluating the activities of, and providing education and training to, Agent local health departments.
- II. **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).
- JJ. **Waterborne Disease 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 Program shall issue licenses in its jurisdiction, in accordance with s. 97.30, Stats., and subchs. III and IV of ch. 97, Stats., and shall ensure that no person in its jurisdiction, subject to regulation under those statutes, operates an establishment without a valid license 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 that is selling, holding, or distributing food and exempt from the requirement to hold a retail food establishment license, pursuant to s. 97.30 (2) (b), Stats., is under the regulatory authority of the Department and may not be licensed, charged a fee, or inspected in any manner related to food, dairy, or meat processing, or wholesale or retail food 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 a complete street 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, as required in Wis. Stat. § 97.605 (4), shall allow for the holder of a license to transfer the license to:
1. An individual who is an immediate family member if the holder is transferring operation of the hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member.
  2. A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied:
    - a) The hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary remains at the location for which the license was issued.
    - b) At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.
- E. The Agent, as required in Wis. Stat. § 97.67 (2) shall allow a license to be transferred from an individual to:
1. An immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member.
  2. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:
    - a) The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.
    - b) At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

- F. The Agent shall notify the Department when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Department's licensing and inspection authority.
- G. The Department shall notify the Agent when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Agent's licensing and inspection authority.

### **III. INSPECTIONS**

The Agent Program sanitarians shall inspect all establishments covered in the contract for compliance with Wis. Stat. § 97.30, subchs. III and IV of Wis. Stat. ch. 97, and Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

- A. The Agent Program shall follow standard inspection methods and procedures prescribed by the Department.
- B. Each fiscal year the Agent shall conduct one routine inspection of each licensed establishment under its jurisdiction, except for vending machines and temporary retail food establishments. The Agent may propose a different inspection frequency to the Department which may only be implemented if approved by the Department in writing.
- C. The Agent Program shall collect food and water samples as necessary or as requested by the Department.
- D. The Agent Program shall perform a pre-licensing inspection of a license applicant's establishment for compliance with all applicable ordinances, rules, and statutes. The pre-licensing inspection shall be conducted before the applicant is issued a license and conducts business, except as specified for micro-markets in Wis. Stat. § 97.30 (2) (d).
- E. The Department may conduct inspections at an establishment in the Agent Program's jurisdiction for all of the following purposes:
  - 1. Training or standardization of Department staff or Agent Program staff.
  - 2. In response to an emergency.
  - 3. For monitoring and evaluating the Agent Program's licensing, inspection, and enforcement program.
  - 4. At the request of the Agent Program.

- F. Whenever feasible, the Department shall notify the Agent of the Department's intent to inspect an establishment in the Agent program's jurisdiction. The Agent may accompany the Department during such inspections.
- G. The Agent may elect, in writing to the Department, to inspect vending machines.
- H. The Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
- I. 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.
- J. If a routine inspection is performed in conjunction with another investigation, separate inspection reports shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff person and the licensee, or licensee's designated person in charge.
- K. The Agent shall perform inspection duties required by, and in compliance with, the Department's MOUs. The Department will provide the Agent a copy of each MOU it executes.
- L. 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.
- M. The Agent shall not charge an inspection fee for a routine inspection of any establishment licensed by the Agent.
- N. 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.

- N. 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 within 2 business days after completion of the inspection. 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.
- O. 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.

#### **IV. COMPLAINTS AND FOODBORNE DISEASE INVESTIGATIONS**

- A. The Agent shall investigate every complaint that it receives against any licensee under its jurisdiction. The Agent shall prioritize and investigate complaints according to the procedures in this section and procedures adopted by the Agent program under the contract with the Department. The complaints shall be addressed in decreasing order of priority as follows:
  - 1. An allegation indicating a serious or imminent public health hazard is associated with a licensee or establishment under the Agent Program's jurisdiction.
  - 2. An allegation indicating a potential public health problem, that is neither a serious or imminent public health hazard, is associated with a licensee or establishment under the Agent Program's jurisdiction.
  - 3. An allegation of a violation, not indicating a public health hazard, associated with a licensee or establishment under the Agent Program's jurisdiction.
  - 4. The Agent shall notify and consult with the Department and other affected agencies having jurisdiction, as necessary, about complaints or foodborne or waterborne diseases that may be of significant concern to those agencies. The Agent Program shall coordinate complaint investigations, as necessary, with other agencies having jurisdiction.
- B. The Agent shall conduct an investigation if there is a complaint concerning an exempt retail food establishment, as defined in Wis. Admin. Code § ATP 75.03 (9), within its jurisdiction, or upon Department request.
- C. Each complaint, and documentation of its investigation, shall be physically or electronically linked with the establishment licensing and inspection information.

- D. When the Agent receives information that indicates a foodborne or waterborne disease outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in 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.
- E. 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.

## **V. ENFORCEMENT AND SAMPLING**

- A. The Agent Program shall take necessary actions to enforce the provisions of Wis. Stat. § 97.30 and subchs. III and IV of Wis. Stat. ch. 97 and related administrative rules in Wis. Admin. Code chs. ATCP 70, 72, 73, 75 and its 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 establishments over which the Agent Program has been delegated authority under the contract when an observation is made 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. Enforcement actions may include license revocation; license suspension; fines or civil forfeitures; orders to close; temporary or final hold orders on equipment, food, processes, or establishments; and the placement of conditions on licenses.
- C. The Agent Program shall maintain a written enforcement policy that is distributed to its inspection staff and shall make it available to the Department during evaluations, whenever it is substantively changed, or upon request.

- D. The Agent Program shall notify the Department, in writing within 10 days, after taking any enforcement action against an establishment involving license suspension, license revocation, or court or administrative actions.
- E. The Agent Program shall be responsible for costs incurred in enforcement actions taken in the Agent Program's jurisdiction.
- F. The Agent Program shall take samples requested by the Department.
- G. The Agent Program may conduct any requested sample analyses in a laboratory certified by the Department, pursuant to ch. ATP 77 for those analyses. All costs associated with collecting and testing these samples shall be assumed by the Agent Program.
- H. The Agent Program shall share laboratory results with the Department.
- I. If the Agent Program does not have the laboratory capability to perform required analyses, or chooses not to perform those analyses, it shall submit samples to the Department's Bureau of Laboratory Services for analysis. The Agent Program shall assume the cost of collecting samples and shipping them to the Department's laboratory. The Department shall assume the cost of the laboratory analysis of those samples.
- J. If the Department has notified the Agent Program of deficiencies by any licensee, in complying with the enforcement provisions of this chapter or any other rules or statutes applicable under the contract, and the Agent Program does not act expeditiously or take effective action with the licensee, the Department may act, pursuant to Wis. Stat. §§ 97.12, and 97.65, to enforce compliance with this chapter.
- K. The Department shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.
- L. The Agent program may deny, suspend, or revoke a license or impose conditions on a license, as provided in Wis. Stat. § 93.06 (7) and (8). Except as otherwise provided by statute, rule, or local ordinance, the suspension or revocation of a license shall comply with the prior notice requirements of Wis. Stat. § 227.51.

## **VI. STAFFING**

- A. The Agent Program shall have sufficient employees to implement the program according to the terms of this Contract.
- B. Except as specified in (D), each sanitarian employed by the Agent Program shall meet one of the following requirements:
  - (1) Is RS-eligible, which means having met one of the following criteria:

(a) Holding a baccalaureate or higher degree in environmental health from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.

(b) Holding a baccalaureate or higher degree in physical or biological sciences from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.

(c) Holding a baccalaureate or higher degree from an accredited college or university.

(d) Holding an associate degree from an accredited college, community college or technical institute in environmental, physical, biological, or chemical sciences.

(2) Is an RS in training.

(3) Holds a valid Wisconsin Registered Sanitarian or REHS/RS credential.

C. The Agent Program shall employ at least one Registered Sanitarian to conduct inspections and supervise any inspectors or sanitarians who are not registered sanitarians. The Agent Program shall only hire sanitarians who are Registered Sanitarians or will become Registered Sanitarians within five years after the date of hire. Inspectors or sanitarians who were employed by the Agent Program prior to July 1, 2018, and are not eligible to become Registered Sanitarians within five years, shall perform inspections under the supervision of a Registered Sanitarian and shall be deemed competent to perform inspections by passing standardization exercises.

D. Only Tourist Rooming House (TRH) inspections may be conducted by personnel who either do not have an RS credential or will not be eligible to obtain the RS credential within five years provided that:

1. A RS-credentialed employee supervises the non-credentialed employees; and
2. Each TRH license is inspected at least once every 5 years by an employee who has the RS credential or will be eligible to obtain the RS credential within five years; and
3. A written plan of implementation and tracking for TRH inspections shall be provided to the Department for review and approval; and
4. Each year, the TRH inspection tracking documentation shall be provided in the self-assessment for review by the Department.

5. The individual conducting the TRH inspections has met the minimum training requirements for TRH inspections in the Department's training manual.
- E. If an Agent Program loses its only Registered Sanitarian, the Agent Program shall hire a Registered Sanitarian replacement within 120 days or, upon the Agent's written request, the Department may allow the Agent additional time to hire a qualified replacement. A replacement who is not a Registered Sanitarian may be hired, if approved by the Department, if the Agent has a signed agreement with another Agent for a Registered Sanitarian to provide supervisory oversight and the replacement hire shall become a Registered Sanitarian within six months of being hired. A copy of the supervisory 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 Registered Sanitarian will provide.
- F. The Agent shall designate a sanitarian or Registered Sanitarian, as required by the Department, to undergo the standardization exercise evaluating enforcement of ch. ATPC 75 Appendix as prescribed in the Department's Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. 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.
- G. The Agent Standard shall perform Department-required exercises with the Department to maintain his or her status as the Agent Standard, as prescribed in the Department's Standardization Manual.
- H. The Agent Standard shall perform standardization and maintenance exercises with other sanitarians in their jurisdiction, using procedures specified by the Department's Standardization Manual.
- I. The Agent is required to send at least one sanitarian or Registered Sanitarian to attend training provided by the Department.
- J. An employee of the Agent shall participate on Department rulemaking and policy advisory committees when requested.
- K. The Agent may not permit an employee to conduct an inspection in a situation in which the employee, a member of his or her family, or an organization with which the employee is associated or has a financial interest or where the employee's relationship with any person at the inspected establishment could cause the employee not to be able to conduct an objective, unbiased inspection.
- L. The Agent Program is solely responsible for all employment-related issues involving the persons it employs in the program and for the actions or omissions of the Agent Program's employees, except as otherwise provided by law.



- M. Upon the Agent's request, the Department shall provide technical assistance and training to staff.

## **VII. EDUCATIONAL OUTREACH**

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

## **VIII. 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. ATCP 74.
- D. The Agent Program shall accurately and completely document the cost of the Agent's program that is administered under the contract with the Department. The cost may include direct costs for licensing, inspection, complaint handling and investigation, enforcement, information management, reporting, and any other activities carried out within the limits of the contract with the Department. The costs may also include documented indirect costs normally associated with the program. These costs may include staff, equipment, facilities, contract service, and other documented costs allocated to the program. Upon request, the Agent shall provide copies of these records to the Department.
- E. 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.

- F. By September 30th 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.
- G. Within ten (10) days after the date on which it takes place, the 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/REHS 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 who 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. ATP 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. ATP 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) Employee positions that will issue licenses or conduct investigations and inspections.
  - (2) Staffing and budget plans 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 licenses that may be issued by the Agent. A local ordinance may combine and expand license categories, so long as those categories include all of the types of establishments that shall be licensed under this Contract.
  - (4) A list of the fees to be charged by the Agent to licensees. A local ordinance may establish local license fees that differ from fees charged under Wis. Admin. Code chs. ATP 72, 73, 75 and its Appendix, 76, 78, and 79, for licenses issued by the Department. All license fees shall be based on the Agent's reasonable program costs, pursuant to Wis. Stat. § 97.41 (4).

- (5) A description of the inspection and enforcement program to be implemented by the Agent, including a copy of applicable village, city, or county ordinances or regulations.
- (6) Procedures to ensure cooperation between the Agent and appropriate federal, state, local, and tribal agencies in the event of a natural disaster or other emergency.
- (7) Procedures for investigating complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.
- (8) Procedures for notifying the Department when the Agent receives information or a complaint concerning an establishment that may need to be licensed or inspected by the Department within the Agent's geographical area.
- (9) Procedures for investigating reports of suspected foodborne disease, including cooperation with the Department.
- (10) 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.
- (11) Any other information that the Department may reasonably require for its review of the Agent's program plan.

#### **IX. 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.

**X. 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, reinspection and inspection 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 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 Agent, if the 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 § ATCP 75.105 (B) for the 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 (3), 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.
- G. If the Agent Program has contracted with the Department, pursuant to Wis. Stat. § 97.41 and Wis. Admin. Code § ATCP 74.06, for the Department to collect fees and issue licenses, the Agent Program shall pay the Department for the actual cost of providing these services.

## **XI. 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.

## **XII. EVALUATION AND TRAINING**

- A. At least once each year, the Agent Program shall submit a self-assessment in a format determined by the Department. The Department shall evaluate the Agent Program based on the following required information in the self-assessment:
  - 1. The Agent Program's compliance with the contract terms.
  - 2. The Agent Program's progress in meeting program standards adopted by the Department.
  - 3. The Agent Program's records and reports required pursuant to Wis. Admin. Code § ATCP 74.20.
- B. 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 Department personnel performing maintenance standardization with the Sanitarian who is the Agent Standard, as well as evaluating other sanitarians, if applicable.
- C. 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.

- D. The Department shall provide the Agent program with the Department's written findings based on the review of the self-assessment or an on-site evaluation. The Department may, as deemed necessary, increase the evaluation frequency.
- E. The Agent shall submit to the Department any required corrective action plan detailing how the Agent will meet contract requirements.
- F. The Department shall review the corrective action plan and may make additional comments or approve the corrective action plan if deemed acceptable.
- 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 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.
- I. If the Agent fails to meet the conditions specified in the corrective action plan, the Department shall:
  - 1. Notify the Agent, in writing, of the deficiencies in meeting the corrective action plan and place the contract in a conditional status with a deadline for the Agent to meet the corrective action plan conditions.
  - 2. Remove conditional status of the contract if deficiencies are corrected within the conditional time period.
  - 3. Notify the Agent of its intent to terminate the contract and revoke Agent status, as provided pursuant to Wis. Admin. Code § ATP 74.26, if deficiencies remain uncorrected after a conditional deadline has passed.
  - 4. The Agent may request a hearing on the termination in writing, as provided in Wis. Admin. Code § ATP 1.03 (3), including the information required in Wis. Admin. Code § ATP 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.
- J. Notwithstanding these provisions, the Department may exercise its right to immediately suspend a contract, pursuant to Wis. Admin. Code § ATP 74.26 (3), to protect public health or safety.

### **XIII. 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.

#### **XIV. 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.

**XV. 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. ATPC 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 § ATPC 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 \_\_\_\_\_, 2019.

For : City of Franklin

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

CITY OF FRANKLIN

BY \_\_\_\_\_  
Stephen R. Olson, Mayor

Dated: \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

Dated: \_\_\_\_\_

BY \_\_\_\_\_  
Paul Rotzenberg, Director of  
Finance and Treasurer

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

Dated: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

For the Department of Agriculture, Trade and Consumer Protection:

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

