

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

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of October 15, 2019.
- D. Hearings:
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Consent Agenda:
    - (a) Approval by Common Council to Allow the Fire Department to Dispose of a Staff Vehicle That is no Longer in Service by Sending it to Auction.
    - (b) Donation from the Residents of Brenwood Park in the Amount of \$1020.25 to the Fire Department.
    - (c) Donation from Rose Spang in the Amount of \$200 to the Police Department to be Deposited into the Police Donation Account.
  - 2. Concept Review for a Proposed Challenge Tower (Similar to and Sometimes Referred to as Compact Aerial Courses or High Rope Courses)(to be Located at The Rock Sports Complex, North of the Umbrella Bar, at Approximately 7005 South Ballpark Drive) (Rock Snow Park, LLC, Applicant).
  - 3. Project Updates for Ballpark Commons.
  - 4. Authorization to Execute Project Documents with SKC Communications and Avaya for an Amount not to Exceed \$75,000 to Replace the Police Department Phone System and Make Recommended Phone System Enhancements.
  - 5. Police and Fire Commission Request to Revise the Job Descriptions for Police Patrol Officer and Firefighter/Paramedic.
  - 6. An Ordinance to Repeal and Recreate Chapter 133 Fire Prevention, Protection, and Control Code, of the Municipal Code of the City of Franklin.
  - 7. Request from the Director of Health and Human Services to Authorize Officials for the City of Franklin to Sign the Addendum to the 2019-2022 Contract to Administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade and Consumer Protection.
  - 8. Request from Director of Health and Human Services to Accept the 2020 Consolidated Contract Grants for the Following Programs: Childhood Immunizations, Maternal Child Health, Lead, Communicable Disease, Emergency Preparedness and Preventive Health Services.
  - 9. Electric Service Installation Agreement for the Pleasant View Park Pavilion (4901 W. Evergreen Street) From We Energies in the Amount of \$7,303.68.

10. An Ordinance to Amend Ordinance 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for TID 3 to Appropriate Additional Developer Grant Funds Delayed from 2018.
11. Release of Escrow Deposit for the Public Improvements at The Wellness Center Located at 8800 S. 102nd Street.
12. Franklin Economic Development Annual Report.
13. Staff Direction Regarding Infrastructure Development for Franklin Corporate Park and Purchasing Pump Station Equipment from USEMCO for \$182,816.00.
14. Submittal of the W. Puetz Road Surface Transportation Urban Program (STP) Grant Applications for the Wisconsin Department of Transportation (WISDOT) 2020-2025 Program Cycle.
15. Employee Benefit-Related Insurance Coverages, Carriers and Premium Shares, Including Health Insurance, Stop Loss, Broker Services, Voluntary Long-Term Disability Insurance (LTD), Life and Accidental Death and Dismemberment Insurance (AD&D), Including Voluntary Supplemental Life Insurance and a Voluntary Vision Plan.
16. September 2019 Monthly Financial Report.
17. Recommendation to Opt-Out of the Federal Negotiation Class Pertaining to the National Prescription Opiate Litigation.
18. Recommendation from the Committee of the Whole Meeting of November 4, 2019: Johns Disposal Services, Inc. Contract Amendment Options to Provide Weekly Recycling and Automated Garbage Services.
19. Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.; Acknowledgement of Development Agreement by Strauss Investments, LLC; Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
20. Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for the +/- 73 acres property at the Southwest corner of South 27th Street and West Oakwood Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s)

for the development of +/- 73 acres propert(ies) at the Southwest corner of South 27th Street and West Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

21. Potential development and proposal and potential development agreement by and with ZS Enterprises, LLC for Franklin Corporate Park property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Bills.

Request for Approval of Vouchers and Payroll.

I. Licenses and Permits.

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

J. Adjournment.

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

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

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

REMINDERS:

November 7	Plan Commission Meeting	7:00 p.m.
November 19	Common Council Meeting	6:30 p.m.
November 21	Plan Commission Meeting	7:00 p.m.
November 28 & 29	City Hall Closed for Thanksgiving Holiday	
December 3	Common Council Meeting	6:30 p.m.
December 5	Plan Commission Meeting	7:00 p.m.
December 17	Common Council Meeting	6:30 p.m.
December 19	Plan Commission Meeting	7:00 p.m.
December 24 & 25	City Hall Closed for Christmas Holiday	

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
OCTOBER 15, 2019  
MINUTES

- |  |       |  |
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| ROLL CALL  | A.    | The regular meeting of the Common Council was held on October 15, 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 (arrived at 6:47 p.m.), Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, 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 6:43 p.m.   |
| RES. 2019-7552<br>RENAME SEWER &<br>WATER OPERATIONS<br>CENTER | G.12. | Alderman Mayer moved to adopt Resolution No. 2019-7552, A RESOLUTION TO RENAME THE SEWER AND WATER OPERATIONS CENTER AT 5550 W. AIRWAYS AVENUE TO THE "JOHN M. BENNETT, P.E., UTILITIES OPERATION CENTER" and further to direct staff to apply for a sign permit and have signage on building changed. Seconded by Alderman Nelson. All voted Aye; motion carried. (See Item G.12. following Item D.1.)  |
| MAYOR<br>ANNOUNCEMENT  | B.2.  | Mayor Olson presented Certificates of Appreciation for Serving as Kayla's Playground Ambassadors to the following: Michelle "Shelly" Runte, Joseph Zolecki, Samantha Lemke, Ashlyn Kucharski, Beverly Garves, Dan Crass, Ellen Crass, Jeffery Steier, Doug Milinovich, Christine Dunn, Kamryn Witkowiak, Luanne McGregor, Mark Laing, Jim Collins, Cindy Knueppel, Marta Cruciani, Fred Knueppel and Joe Collins.<br><br>Alderman Taylor arrived at 6:47 p.m.  |
| MINUTES-COW MTG<br>SEPTEMBER 30, 2019                          | C.1.  | Alderman Dandrea moved to approve the minutes of the Committee of the Whole meeting of September 30, 2019 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.  |
| MINUTES-CC MTG<br>OCTOBER 1, 2019                              | C.2.  | Alderman Barber moved to approve the minutes of the regular Common Council meeting of October 1, 2019 as presented at this meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.  |



- MINUTES-SPECIAL CC  
OCTOBER 9, 2019
- C.3. Alderman Barber moved to approve the minutes of the special Common Council meeting of October 9, 2019 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- HEARINGS  
2025 COMP MASTER  
PLAN  
8429 & 8459 W. FOREST  
HILL AVE.
- D.1. A public hearing was called to order at 6:52 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 property generally located at 8429 and 8459 West Forest Hill Avenue, from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Franklin Public Schools, Applicant, Ronald S. Pesche and Susan D. Pesche, property owners). Alderman Barber moved to hold over the public hearing until December 3, 2019. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- RES. 2019-7552  
RENAME SEWER &  
WATER OPERATIONS  
CENTER
- G.12. Alderman Barber moved to reconsider action taken to adopt Resolution No. 2019-7552, A RESOLUTION TO RENAME THE SEWER AND WATER OPERATIONS CENTER AT 5550 W. AIRWAYS AVENUE TO THE "JOHN M. BENNETT, P.E., UTILITIES OPERATION CENTER" and further to direct staff to apply for a sign permit and have signage on building changed. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- It was then moved by Alderman Mayer to adopt Resolution No. 2019-7552, A RESOLUTION TO RENAME THE SEWER AND WATER OPERATIONS CENTER AT 5550 W. AIRWAYS AVENUE TO THE "JOHN M. BENNETT, P.E., UTILITIES OPERATION CENTER" and further to direct staff to apply for a sign permit and have signage on building changed. Seconded by Alderman Nelson. On roll call, all voted Aye; motion carried.
- HEARINGS  
2025 COMP MASTER  
PLAN  
S. SCEPTER DR./W.  
CHURCH ST.
- D.2. A public hearing was called to order at 6:59 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 property generally located at South Scepter Drive and West Church Street, from Mixed Use to Residential Multi-Family Use (William Bodner, Managing member, Bodner Property Management, LLC, applicant). The property which is the subject of this application bears Tax Key No. 795-9999-008, consisting of approximately 5.723 acres of land. The public hearing was closed at 6:59 p.m.
- ORD. 2019-2392  
AMEND 2025 COMP
- G.3. Alderman Taylor moved to adopt Ordinance No. 2019-2392, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025

MASTER PLAN TO  
 CHANGE FUTURE  
 LAND USE MAP AT S.  
 SCEPTER DR. & W.  
 CHURCH ST.  
 (BODNER PROPERTY  
 MANAGEMENT, LLC,  
 APPLICANT)

COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF  
 FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY  
 GENERALLY LOCATED AT SOUTH SCEPTER DRIVE AND  
 WEST CHURCH STREET FROM MIXED USE TO  
 RESIDENTIAL, MULTI-FAMILY USE (APPROXIMATELY 5.723  
 ACRES) (WILLIAM BODNER, MANAGING MEMBER, BODNER  
 PROPERTY MANAGEMENT, LLC, APPLICANT). Seconded by  
 Alderman Barber. On roll call, Alderman Nelson, Alderman Barber,  
 Alderman Taylor, Alderwoman Wilhelm, and Alderman Dandrea  
 voted Aye; Alderman Mayer voted No. Motion carried.

CONSENT AGENDA

G.1. Alderman Taylor moved to approve the following consent agenda  
 items:

EHLERS & ASSOC.  
 DISSEMINATION  
 AGENT

G.1.(a) Direct staff to engage Ehlers & Associates for Dissemination Agent  
 for Issuer Continuing Disclosure services for 2020 Required under  
 Securities and Exchange Commission Rule 15c2-12.

DONATIONS

G.1.(b) Accept donations received during August and September, 2019 to the  
 Police, Fire, Health and Parks.

DONATIONS TO POLICE  
 DEPT. & POLICE K-9

G.1.(c) Accept the following donations for the Franklin Police Department  
 for deposit into their respective accounts: General, Robert Jester,  
 \$100; K-9 Fund, Franklin Police Citizen Academy Association,  
 \$5,000.

Approval of the Consent Agenda items was seconded by Alderman  
 Nelson. All voted Aye; motion carried.

ORD. 2019-  
 AMEND THE 2025  
 COMP MASTER PLAN  
 TO CHANGE FUTURE  
 LAND USE AT 8429 &  
 8459 W. FOREST HILL  
 AVE.  
 (FRANKLIN PUBLIC  
 SCHOOLS, APPLICANT)

G.2. An update reference adopting an Ordinance to amend the City of  
 Franklin 2025 Comprehensive Master Plan to change the City of  
 Franklin 2025 Future Land use Map for properties located at 8429 and  
 8459 West Forest Hill Avenue from Residential Use and Areas of  
 Natural Resource Features use to Institutional Use and Areas of  
 Natural Resource Features use (approximately 13.974 acres) (Franklin  
 Public Schools, Applicant, Ronald S. Pesche and Susan D. Pesche,  
 Property Owners), was tabled until the December 3, 2019 Common  
 Council Meeting. (See Item D.1.)

- ORD. 2019-2393  
REZONE FROM R-3 TO  
R-8 AT S. SCEPTER DR.  
& W. CHURCH ST.
- G.4. Alderman Taylor moved to adopt Ordinance No. 2019-2393, AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT (GENERALLY LOCATED AT SOUTH SCEPTER DRIVE AND WEST CHURCH STREET) (APPROXIMATELY 5.723 ACRES). (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT). Seconded by Alderwoman Wilhelm. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderman Taylor, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.
- RES. 2019-7553  
SPECIAL USE FOR  
MULTI-FAMILY  
APARTMENT  
BUILDINGS AT S.  
SCEPTER DR. & W.  
CHURCH ST.
- G.5. Alderman Taylor moved to adopt Resolution No. 2019-7553, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT) subject to technical corrections. Seconded by Alderman Dandrea. Alderman Nelson, Alderman Barber, Alderman Taylor, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.
- ORD. 2019-2394  
AMEND 2019 BUDGET  
FOR TID 4
- G.6. Alderman Taylor moved to adopt Ordinance No. 2019-2394, AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR TID 4 TO APPROPRIATE \$10,000 OF APPRAISER PROFESSIONAL SERVICES. Seconded by Alderman Nelson. On roll call, all voted Aye; motion carried.
- RES. 2019-7554  
AMEND TASK ORDER  
NO. 5 & NO. 6,  
AUTHORIZE TO SIGN  
CONTRACT FOR LAND  
ACQUISITION SVCS. &  
TO SOLICIT SUPPLIERS  
FOR SANITARY SEWER  
LIFT STATION  
EQUIPMENT
- G.7. Alderman Taylor moved to adopt Resolution No. 2019-7554, A RESOLUTION TO AMEND TASK ORDER NO. 5 AND NO. 6 OF RUEKERT & MIELKE, INC.'S CONTRACT FOR FRANKLIN CORPORATE PARK, PHASE 1 DATED NOVEMBER 4 2014. ALSO AUTHORIZE STAFF TO OBTAIN AND SIGN A CONTRACT WITH LAND APPRAISER FOR LAND ACQUISITION SERVICES RELATED TO THIS PROJECT AND SOLICIT EQUIPMENT SUPPLIERS FOR PROVIDING MAJOR SANITARY SEWER LIFT STATION EQUIPMENT. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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| ORD. 2019-2395<br>AMEND 2019 BUDGET<br>FOR TID 7 FOR LEGAL<br>COSTS       | G.8.  | Alderman Taylor moved to adopt Ordinance No. 2019-2395, AN ORDINANCE TO AMEND ORDINANCE 2019-2381, AN ORDINANCE CREATING THE 2019 ANNUAL BUDGETS FOR TID 7 TO PROVIDE FOR LEGAL COSTS IN THE TID. Seconded by Alderman Barber. On roll call, all voted Aye; motion carried.                                     |
| REQUEST TO REPEAL<br>AND RECREATE<br>CHAPTER 133 OF THE<br>MUNICIPAL ORD. | G.9.  | Alderman Mayer moved to accept the request to Repeal and Replace Chapter 133 of Municipal Ordinance (Fire Prevention, Protection, and Control Code) with the revised version submitted with this document, with revisions explained herein. Seconded by Alderman Taylor. All voted Aye; motion carried.         |
| FIRE PROTECTION<br>PLAN REVIEW AND<br>INSPECTION SVCS. FOR<br>FIRE DEPT.  | G.10. | Alderman Mayer moved to approve an agreement between the City of Franklin (Fire Department) and Fire Safety Consultants, Inc. to provide Fire Protection Plan Review and Inspection Services. Seconded by Alderman Barber. All voted Aye; motion carried.   |
| WATERMAIN<br>EXTENSION S. 27 ST. &<br>W. ACRE AVE.                        | G.11. | Alderman Taylor moved to deny the request to survey property owners to extend watermain along South 27th Street and West Acre Avenue. Seconded by Alderman Barber. All voted Aye; motion carried.   |
| DPW TO SELL SURPLUS<br>EQUIPMENT  | G.13. | Alderman Mayer moved to authorize staff to accept the highest bids received on the Wisconsin Surplus auction website and sell the surplus equipment (per the recommendations distributed at the meeting for the bids received on October 15, 2019). Seconded by Alderman Nelson. All voted Aye; motion carried. |
| STAR FIRE SYSTEMS<br>FOR LIBRARY AND<br>CITY HALL                         | G.14. | Alderman Taylor moved to authorize the Director of Administration to accept the three-year proposal from Starfire Systems, Inc. for City Hall and Library Fire Alarm and Fire Extinguisher Service and Maintenance. Seconded by Alderman Dandrea. All voted Aye; motion carried.                                |
| REPORT ON STATE<br>REQUIREMENT TO<br>IMPLEMENT POWTS                      | G.15. | Alderman Taylor moved to receive and place on file a report on the new State requirement for each Municipality to develop and implement a Comprehensive Private Onsite Wastewater Treatment System (POWTS) Maintenance Program. Seconded by Alderman Nelson. All voted Aye; motion carried.                     |
| CITY HALL PROJECT<br>UPDATE AND MAIN<br>ENTRANCE EXTRAS                   | G.16. | Alderman Barber moved to accept the update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project, including contingent project costs, and authorize the Director of Administration to not use  |

more than \$4,000 of the contingency funds for acquisition of two benches, a waste receptacle and a cigarette receptacle for the main entrance. Seconded by Alderman Mayer. All voted Aye; motion carried.

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| CITY HALL SIDEWALK REPAIR WITH MUDTECH, LLC  | G.17. | Alderman Dandrea moved to authorize the Director of Administration to accept a proposal for sidewalk repair (mudjacking) at City Hall for \$8,150 with MUDTeCH, LLC, with the work to become part of the City Hall Roof, HVAC and Fascia Wood Replacement Project appropriation. Seconded by Alderman Barber. All voted Aye; motion carried.   |
| CLERK’S OFFICE ASBESTOS ABATEMENT CONTRACT TO INTEGRITY ENV. SVCS.                               | G.18. | Alderman Mayer moved to accept the proposal for asbestos abatement in the area comprising the City Clerk’s Offices from Integrity Environmental Services, Inc. for an amount not to exceed \$8,400, and authorize the Director of Administration to execute such a contract once it is incorporated into the City’s contract template format. Seconded by Alderman Dandrea. All voted Aye; motion carried.   |
| CARPETING CONTRACT TO STU’S FLOORING, LTD. FOR CLERK’S OFFICE AND C. COAKLEY FOR OFFICE HANDLING | G.19. | Alderman Barber moved to use contingency appropriations from the City Hall roof, HVAC and Fascia Wood Replacement Project to accept the proposals and award contracts to Stu’s Flooring LTD for carpeting the City Clerk’s Offices for \$13,545, subject to publication of a notice as required and to C. Coakley Relocation Services for workstation and furniture handling for \$9,450, for a total of \$22,995. Seconded by Alderman Mayer. All voted Aye; motion carried.  |
| AUGUST 2019 FINANCIAL REPORT   | G.20. | Alderman Taylor moved to receive and place on file the August, 2019 Monthly Financial Report. Seconded by Alderman Barber. All voted Aye; motion carried.  |
| BS&A’S WATER UTILITY BILLING SOFTWARE  | G.21. | Alderman Barber moved to authorize the purchase of BS&A’s Water Utility Billing Software including execution of the Software Licenses and Services Agreement and to authorize the Director of Administration to execute the necessary documents. Seconded by Alderman Dandrea. All voted Aye; motion carried.  |
| VOUCHERS AND PAYROLL   | H.1.  | Alderman Dandrea moved to approve the following:<br>City vouchers with an ending date of October 10, 2019 in the amount of \$3,230,053.54; and payroll dated October 11, 2019 in the amount of \$388,560.71 and payments of the various payroll deductions in the amount of \$204,374.45, plus City matching payments; and estimated payroll dated October 25, 2019 in the amount of \$393,000.00 and payments of the various payroll deductions in the amount of \$416,000.00 plus City matching payments; and Property Tax |

investments with an ending date of October 10, 2019 in the amount of \$325.00. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

LICENSES AND  
PERMITS

- I.1. Alderman Nelson moved to approve the following license recommendations from the License Committee meeting of October 15, 2019:  
Grant 2019-2020 Operator licenses to Aimee M Arndt, 2955 W Drexel Ave, #408; Brianna S Boyden, 2801 S Chicago Ave., South Milwaukee; Jessica M Curler, S69 W15092 Cornell Cir., Muskego; Grant Change of Agent for Wal-Mart Stores East, LP, Veronica Wright, 11321 W Oklahoma Ave, #43, West Allis; and  
Grant Temporary Entertainment & Amusement to Victory of the Lamb Lutheran Church for a Classic Car Display and Free Family Fun Day (Samantha Goodger) on 10/26/19 and a Free Community/Family Holiday Festivities (Samantha Goodger) on 12/06/19 at 11120 W Loomis Rd.  
Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 7:38 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

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<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <i>11/5/2019</i>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request Common Council approval to allow the Fire Department to dispose of a staff vehicle that is no longer in service by sending it to auction.</b>	<b>ITEM NUMBER</b> <i>G.I.(a)</i>

The Fire Department is seeking council approval to dispose of an older staff vehicle that is not currently in service with the Department. The vehicle would be sent to auction, and any funds recovered through their sale would be returned to the general fund.

The vehicle is a 2014 Ford Explorer that was formerly a Police Department Patrol squad. It has approximately 100,000 miles and is in need of costly repairs to the transmission and catalytic converters. The vehicle would be sent to auction, and replaced by a newer police vehicle that is being rotated out of service.

**COUNCIL ACTION REQUESTED**

**Motion to approve Fire Department request to dispose of a 2014 Ford Explorer vehicle by sending them it auction, with proceeds returned to the general fund.**

Fire: AJR



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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <i>11/5/2017</i>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Donation from the Residents of Brenwood Park in the amount of \$1020.25 to the Fire Department</b>	<b>ITEM NUMBER</b> <i>G.I.(b)</i>

The residents of Brenwood Park Senior Apartments have generously donated the proceeds of their annual bake sale and craft fair to the Franklin Fire Department. The department relies on donations to help fund fire prevention educational programs and other safety initiatives in the community.

### **COUNCIL ACTION REQUESTED**

Request approval to accept \$1020.25 donation from the residents of Brenwood Park, to be used toward funding fire prevention activities.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>11/5/2019</i>			
REPORTS & RECOMMENDATIONS	FRANKLIN POLICE DEPARTMENT DONATIONS	ITEM NUMBER <i>G. I. (c)</i>			
<p>The Franklin Police Department received the following donation:</p> <p><u>POLICE DONATIONS - GENERAL</u></p> <table><tr><td>10/15/19</td><td>Rose Spang</td><td>\$200 00</td></tr></table> <p><b>COUNCIL ACTION REQUESTED</b></p> <p>Respectfully request that the above donation be approved for deposit into the Police Donation account.</p>			10/15/19	Rose Spang	\$200 00
10/15/19	Rose Spang	\$200 00			

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/05/19
REPORTS & RECOMMENDATIONS	CONCEPT REVIEW FOR A PROPOSED CHALLENGE TOWER (TO BE LOCATED AT THE ROCK SPORTS COMPLEX, NORTH OF THE UMBRELLA BAR, AT APPROXIMATELY 7005 SOUTH BALLPARK DRIVE) (ROCK SNOW PARK, LLC, APPLICANT)	ITEM NUMBER <i>G.2.</i>

### **INTRODUCTION:**

The applicant, Rock Snow Park LLC (operator of the Crystal Ridge Ski Hill), has submitted information about a proposed Challenge Tower to be located north of the Umbrella Bar at The Rock Sports Complex. It can be noted that challenge towers (similar to and sometimes referred to as compact aerial courses or high rope courses) are typically tall structures designed to provide rope courses comprised of numerous swinging, climbing, and balancing challenges.

The applicant is proposing to relocate an existing challenge tower in central Indiana to The Rock Sports Complex. The challenge tower is an approximately 50' tall, three level structure, with an observation deck, and an approximately 50' x 50' octagonal footprint. The applicant also indicates that: a foundation will be engineered for this structure; a fence, pathways and seating will be placed around the structure; the area will be well lit; and security cameras will be installed.

The applicant has not indicated if additional accessory uses or structures will be constructed, such as: parking, loading, unloading, or storage areas; or challenge tower related elements such as zip lines, quick jump/free fall devices, etc. In addition, the applicant has not indicated what the hours of operation or signage would be for the Challenge Tower.

### **STAFF COMMENTS:**

Staff would note that the proposed Challenge Tower would require:

- A Planned Development District (PDD) Major Amendment to allow the challenge tower/aerial ropes course as a permitted or special use.
- A Site Plan or Special Use to allow the tower and any associated accessory uses and signage to be constructed, and to remove or revise the reserved area for future parking that is located within the subject area.
- A Building Permit, and associated fill/soils disturbing, erosion control, stormwater management, structural analysis, etc. permits and approvals.

City staff also has the following comments/concerns:

- The Challenge Tower has been proposed within an area reserved for future parking (approximately 56 parking spaces) as set forth in the Ballpark Commons Parking Study that was adopted as part of PDD No. 37. Staff has concerns with removal of any reserved parking areas, particularly if it is to accommodate additional uses and activities which would generate additional parking demands.
- The applicant has not indicated how much of the proposed site and tower would be lit. If the entire tower were to be lit, that would create another significant source of light, and in this case, extending at least 50 feet into the air.

- The applicant has not provided any details about mandatory and recommended safety precautions, who would regulate/enforce them, and how that would be done.
- It appears the proposed Challenge Tower would be slightly higher than the Umbrella Bar and the ski chalet, but significantly shorter than the ski hill or the proposed indoor/outdoor golf facility's fencing/netting.

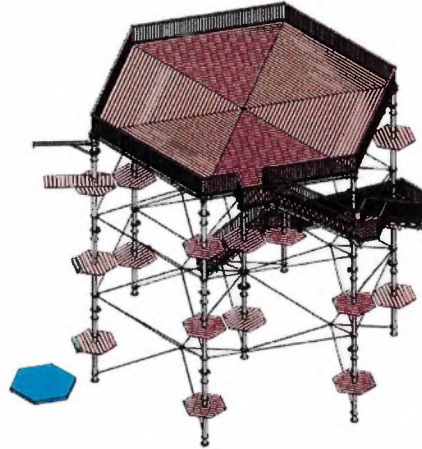
**COUNCIL ACTION REQUESTED**

Provide direction to the applicant regarding the proposed Challenge Tower to be located at The Rock Sports Complex, north of the Umbrella Bar, at approximately 7005 South Ballpark Drive (Rock Snow Park, LLC, Applicant).

# Rock Snow Park, LLC

## Concept Review

Project Summary & Preliminary Site/Development Plan



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## Overview

Rock Snow Park, LLC is looking to build a challenge tower at the Rock Sports Complex. Some features of the tower include:

- 50 elements, including a kids course
- 50' x 50' octagonal footprint
- 50' tall, with 3 levels of obstacles and an observation deck on the top

## Consultant

In preparing to do this study, we hired a challenge course expert to perform a feasibility study on the location. In his executive summary, he concluded:

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*The Rock Snow Park Aerial Park has the potential to be a profitable attraction. The site provides easy access and infrastructure, and the attraction would provide a great adventure experience for many of the area's visitors and residents. Not only would the venture benefit from the proposed location, but the unique aerial attraction may incentivize new customers to visit the area, creating a mutually beneficial relationship with other local businesses.*

*If positioned correctly and marketed well to residents throughout the area, the park should draw a large number of new visitors and see additional growth over time. The Strategic Adventures team has concluded that this project should take next steps, assuming that the projected returns fit within the owner's requirements.*

***-Paul Cummings, Strategic Adventures***

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## The Tower

The challenge tower is currently constructed and standing in central Indiana. It was installed in 2016 and closed for numerous reasons, primarily location. The tower is a KristallTurm KT-7. KristallTurm is a reputable German company that has installed numerous challenge towers in the around the world and in the United States. Two of the more popular KT towers are:

<https://soaradventure.com/>

<https://castlerockziplinetours.com/sky-trek.html>

The challenge tower industry has oversight from the Association for Challenge Course Technology [ACCT]. ACCT is an American National Standards Institute (ANSI) accredited standards developer for the global challenge course, aerial adventure park, canopy tour, and zip line industry.

<https://www.acctinfo.org/>

If approved, the tower will be deconstructed, transported, and re-constructed by Adventure Development Team, and American based ACCT member. Once installed, the work of Adventure Development Team will be inspected and approved by another ACCT member.

### Foundation

If approved, the foundation will be engineered by Glynn Engineering, a structural and soils engineering firm that has done foundation engineering for adventure towers in the past. We will work closely with the WDNR to determine limitations and restrictions given the nature of the landfill. At the proposed location.

### Costs

We project the total project cost to be \$741,030.

Start-up Costs			
Land and Improvements		\$	35,000
Attractions		\$	350,000
Equipment		\$	40,000
FF&E		\$	8,250
Personnel		\$	27,750
Marketing		\$	75,000
Professional Services		\$	92,600
<b>Total Start-Up Costs</b>		<b>\$</b>	<b>628,600</b>
Other Costs			
Contingency Capital	5% of Startup Cost	\$	31,430
Beginning Working Capital	3 Months Fixed Cost	\$	81,000
<b>Total Project Cost</b>		<b>\$</b>	<b>741,030</b>

### Safety

Safety is of the utmost concern both for guests and employees of the adventure park. All more current challenge towers, including the one at our proposed site, use a smart-belay system. Once a participant enters the course, it is virtually impossible for them to unclip from the system until they are back safely on the ground. If anyone falls from an obstacle, they never fall more than a few feet. If they are unable to rescue themselves, there are numerous course workers that can assist them. The course is designed so that course workers can safely customers to ground from anywhere on the course.

The ACCT as well as Adventure Development Team, offer numerous trainings and certifications to our staff to make sure that they and the guests are safe. All harnesses and equipment used are routinely inspected and certified annually to ensure proper function.

### Access

Access to the course outside of operating hours is a concern that we take very seriously. The entire course will be fenced off and well lit at night. All points of access will have high-definition security cameras. The staircase (only point to enter the tower) is also gated and locked. Warning and No Trespassing signs will be made clearly visible from all points of access.

### Summary

We believe that the proposed challenge tower matches the mission of Rock Snow Park to provide healthy, safe, outdoor recreation for families. The tower will not only provide a healthy and fun outlet for numerous current visitors to Ballpark Commons, but it will draw thousands of visitors to city on its own.



## Exhibits

### Aerial Map of Location



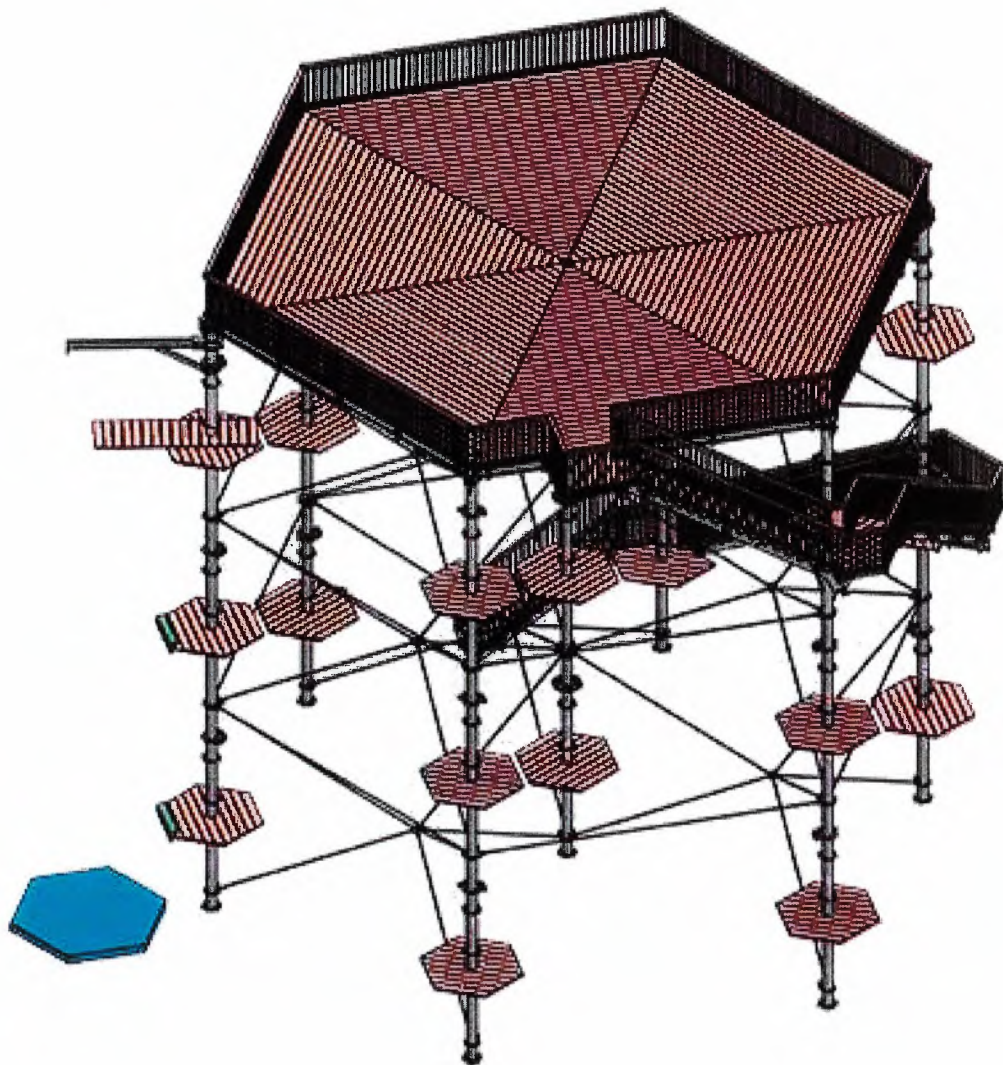


Photos of Complete KT-7 Towers





### 3-D Rendering of Complete Tower



## Foundation Engineering from Original Install



2015-05-28 -  
Rugged Adventures





## Foundation Layout



Fundament-Mini-Pl  
attform.pdf



## Additional Drawings



KT\_03900.pdf



KT\_04\_Stern.pdf



KT\_7\_Pole\_Mini\_To  
p.pdf



overview.pdf



Ziplinefoundations game to tower.pdf  
plan.pdf



end station and  
tower.pdf







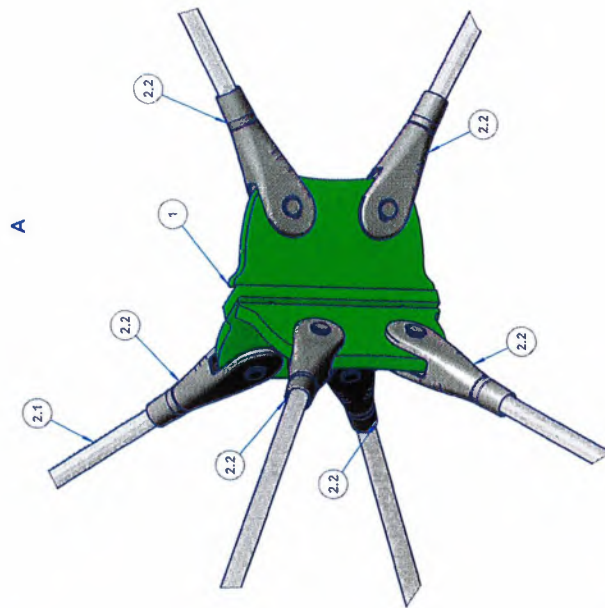
Technical drawing of a hexagonal truss structure. The structure consists of a central node connected to six outer nodes by radial members. The outer nodes are also connected to each other by a hexagonal ring of members. The structure is supported by six nodes, each represented by a red hatched hexagon. The drawing includes dimensions: a horizontal distance of 0008 and a vertical distance of 13856. A table is located in the top right corner.

№	Наименование	Единица измерения	Количество	Значение
1	Стальная труба	м	100	100
2	Сварочные работы	кг	100	100
3	Краска	л	100	100
4	Шпатель	шт	100	100
5	Лопата	шт	100	100
6	Молоток	шт	100	100
7	Слесарный инструмент	шт	100	100
8	Сварочный аппарат	шт	100	100
9	Сварочные электроды	кг	100	100
10	Сварочный газ	м³	100	100
11	Сварочный кабель	м	100	100
12	Сварочный флюс	кг	100	100
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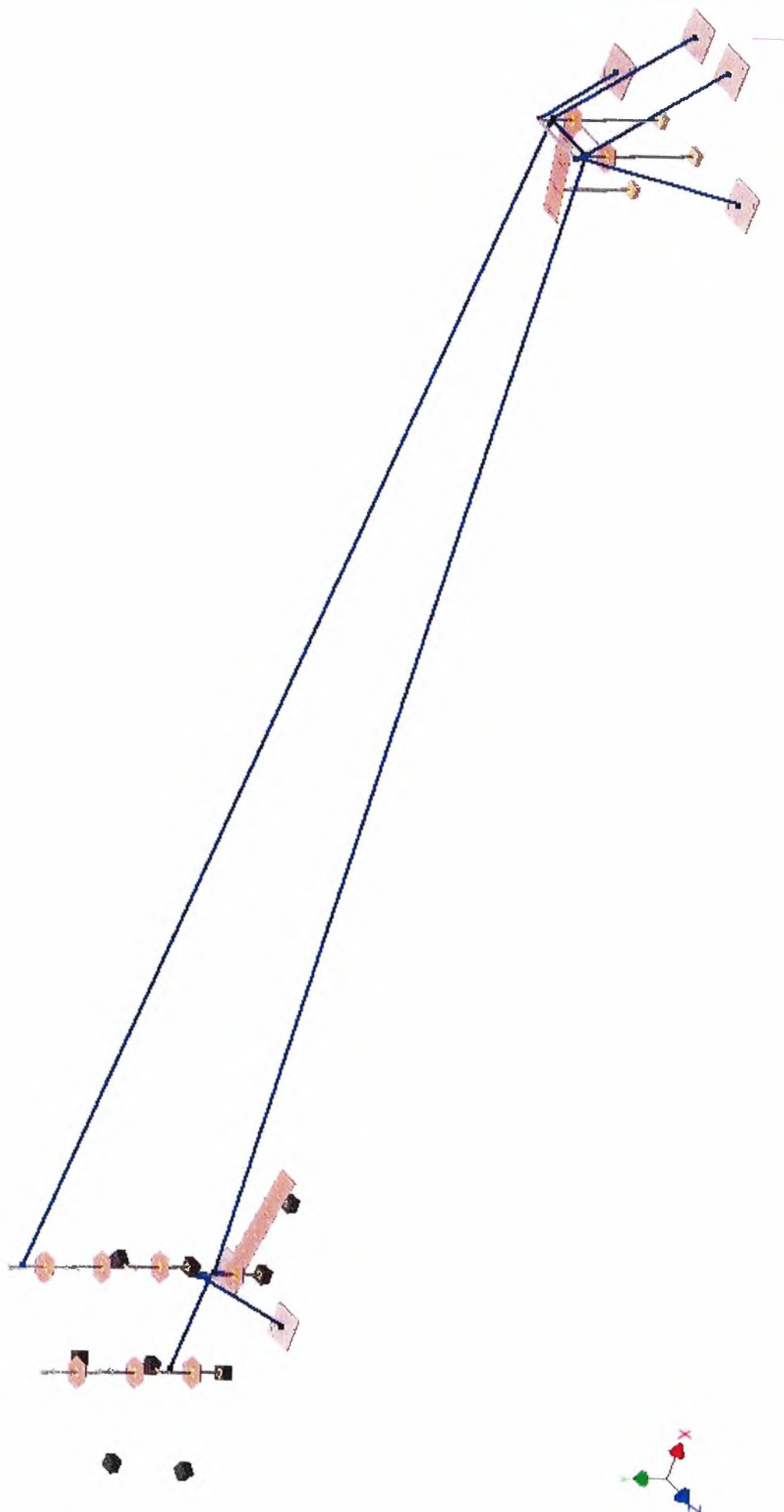
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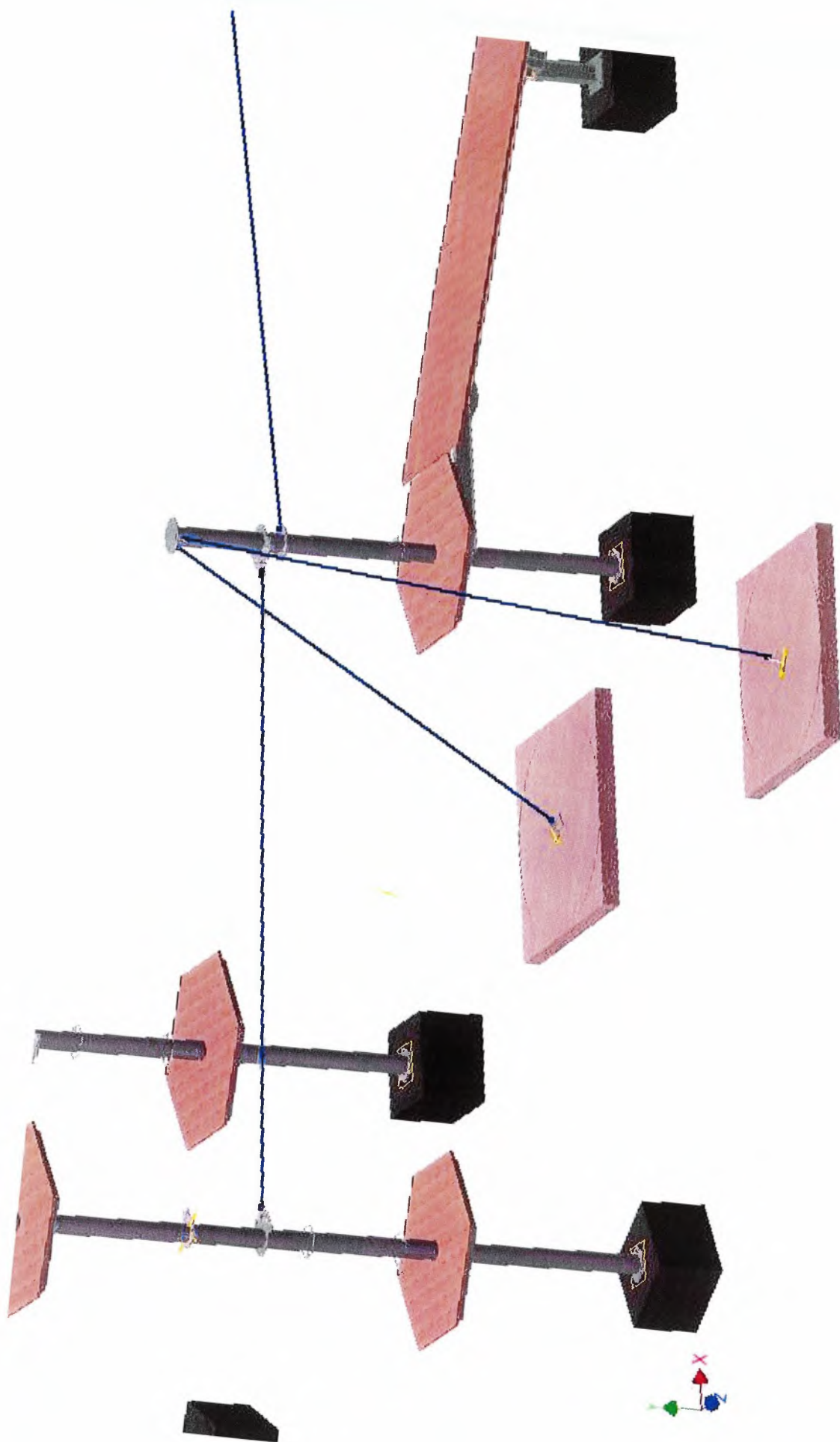


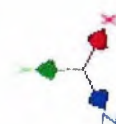
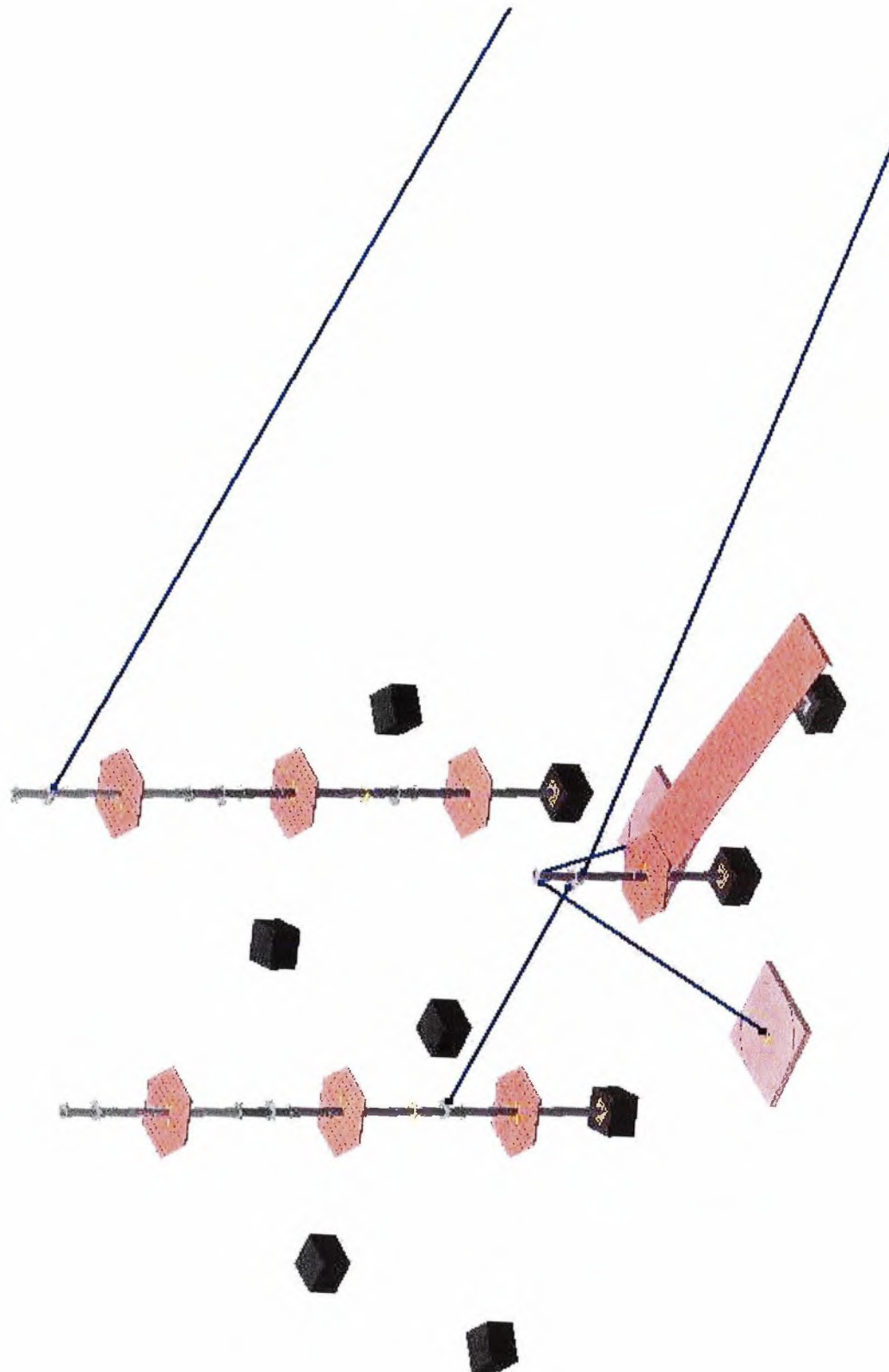
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2	6	Zugstab_M16_A	BG ZUS		XXX		7,9
2.1	1	Zugstab_Typ-860_M16_A	Pfeifer	S460N	4903,090 mm	verzinkt	7,7
2.2	1	Gabelkopf_Typ-860_M16_RE	Pfeifer	ENG-JS-400-18-LT		verzinkt	0,1
2.3	1	Gabelkopf_Typ-860_M16_LI	Pfeifer	ENG-JS-400-18-LT		verzinkt	0,1
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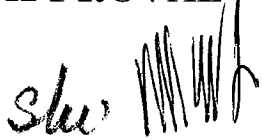








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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>11/5/2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorization to execute project documents with SKC Communications and Avaya for an amount not to exceed \$75,000 to replace the Police Department phone system and make recommended phone system enhancements</b>	<b>ITEM NUMBER</b> <b>G.4.</b>

The 2019 Budget has \$75,000 for replacement of the phone system at the Police Department. The current system is around 18 years old and is no longer serviced by Avaya. Although some third-party, unauthorized vendors can still provide hardware technical support, if something happens with the software, support would not be available. In 2018, when the City Hall replaced its phone system, the City Hall components were sized to allow a new Police Department system to link in and tie together making that system less expensive.

Attached is the proposal from SKC Communications for the work and is based upon the analysis and discussion between Information Services, the Police Department, and the Director of Administration. Four of the six project components are recommended for consideration. The following components of the proposal are recommended by staff.

1. Core Components	\$60,133
2. 1 Gateways for Local 911 Service (Library)	\$5,105
3. "Air Gap" Work	\$1,273
4. Enhanced Survivability at Police	<u>\$7,733</u>
TOTAL	\$74,244

The key to the project is the core components, naturally. It is being set up in a manner that allows the Police Department phone system to remain functional if the City Hall network goes down or network connection is broken. It is not a separate, free-standing system, but it is survivable from City Hall interruptions. Therefore, redundancy is provided in the system. Note that a number of the items are refurbished. That was done to reduce costs, but the risk of that is limited because, except for the IP phones, if the refurbished items fail they are still covered under Avaya's warranty and would be fixed or replace.

The "enhanced survivability at Police" provides redundancy for the City Hall. This is not an essential component, but the Director of Administration believes it is a good risk management investment. This add-on increases the size of the server installed at the PD so that if the City Hall phone system failed, the PD system could support the entire phone system, which includes the City Hall, the Library, and Fire Station #1 phones. The full network phone system does not survive if the City's full network burns or floods or if the network line is severed, but if the network is functioning, the City Hall system has redundancy and the Library and Fire Station #1 have phones even if the City Hall phone system isn't functioning. There is a low risk to the phone system going down, but adding the feature later is more likely a \$12,000 to \$13,000 cost as compared to making the decision

up front. A second reason for including it is having a duplicate copy of the phone system programming easily available to Avaya technicians should the main phone system have problems. Overall the system redundancy seems to make the investment appropriate.

One additional risk management feature that can be addressed within the approved budget pertains to the Library. Currently the Library system feeds off the connection to the City Hall. As such, if 911 is dialed at the Library, the address reported to 911 is that of City Hall. Investing the \$5,105 will allow any 911 calls to divert out from a dedicated local land line and report the Library's address immediately to the 911 dispatch. (The Library will have to provide the local land line.) Given the amount of public traffic through the Library, staff recommends adding this enhancement. (A similar cost, in the future, would be required at any of the City's other remote sites that might want to tap into or through the City's phone system.)

The "air-gap" work is a security enhancement that will ensure full separation of the phone system portion of the network from the computer network itself. The small investment is recommended as a worthwhile way to further secure a potential back door to the City's computer network. The session manager/SIP server and unified messaging components do not bring additional sufficient functionality to warrant the amount of the cost.

The proposal leaves \$756 for contingency, most likely to address cabling or a miscellaneous component.

Prices were sought from and negotiated with SKC Communications while they were under the expectation that I would very likely pursue other vendors. The reality is that SKC did the City Hall project and would be in the best position to install these components, particularly in the light of the redundancy components being incorporated. They are very knowledgeable and were very good to work with in addressing all of the details that come with system set up. The City has actually relied upon the specific individuals for many years and has received a lot of free consulting from them. When they were selected for the City Hall project last year, their cost was a couple thousand dollars more, but it was determined that the added cost was worth the high level of service and familiarity with our system. Obtaining pricing from other vendors would convert this from a project to ready to go, to a big project. Using the last pricing differences as a basis, the lost productivity and additional delay would not likely be worth any savings that might occur.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the Director of Administration to execute project documents with SKC Communications and Avaya for an amount not to exceed \$75,000 to replace the Police Department phone system and make the recommended phone system enhancements.



Revised October 31, 2019



## AVAYA COMMUNICATION MANAGER R8 UPGRADE & MERGE OF POLICE DEPARTMENT

<u>QTY</u>	<u>COMPONENTS – CITY HALL</u>
1	Avaya CM Upgrade R8 & License Merge --(200) Core CM Licenses --(200) Extension-to-Cellular/EC500 Licenses
1	Communication Manager Messaging System License Merge --(200) Licenses

<u>QTY</u>	<u>COMPONENTS – POLICE DEPARTMENT</u>
1	Avaya CM Upgrade R8 & Merge --To Run on Avaya-Provided S8300E Server
1	G450 Gateway with Dual Power Supply
1	MM710 T-1 Cards with CSU (Refurbished)
1	MM711 8-Port Analog Trunk Card (Refurbished)
3	MM716 24-Port Analog Station Cards (Refurbished)
2	MM717 24-Port Digital Station Cards (Refurbished)
20	9611G Speakerphone/Display IP Sets (Refurbished)
5	25' Extension Cables for Equipment Room
2	Merlin Splitter Break-out Cables
	Complete SKC Planning, OT Installation, & Project Management
	On-Site First Day of Business Support

### FINANCIALS

**NET INVESTMENT**

**\$60,133.00**





Revised October 31, 2019



## AVAYA COMMUNICATION MANAGER R8 OPTIONAL COMPONENTS

### **QTY**      **GATEWAYS FOR LOCAL 911 SERVICE**

1	G430 Media Gateway (Refurbished)
1	MM711 8 Port Analog Card (Refurbished)
1	MM716 24 Port Analog Station Card (Refurbished)
1	MM717 24 Port Digital Station Card (Refurbished)
	Complete SKC Planning, Installation, & Project Management

**NET INVESTMENT (per site)** **\$5,105.00**

### **QTY**      **SESSION MANAGER/SIP SERVER FOR POLICE**

City Hall currently has a Session Manager, the server that provides SIP services. As of today, Police has no SIP requirements. But if a second SIP Server is wanted at Police to make future SIP services survivable for Police, we'll have to add the following:

1	Avaya Session Manager System
	--To run on Franklin-provided virtualized server
	Complete SKC Planning, Installation, & Project Management

**NET INVESTMENT** **\$3,600.00**

### **QTY**      **"AIR-GAP" WORK**

SKC will provide the two necessary cards and a couple hours of consulting & guidance time for this. The majority of the work for this will fall on City of Franklin personnel.

1	C-LAN Circuit Card (Refurbished)
1	Media Resource Card (Refurbished)

**NET INVESTMENT** **\$1,273.00**



Revised October 31, 2019



## AVAYA COMMUNICATION MANAGER R8 OPTIONAL COMPONENTS

### **QTY**      **ENHANCED SURVIVABILITY AT POLICE**

The base design is to have a survivable server at PD that only survives the PD facility. Should City of Franklin want to expand this server so that it can survive all Franklin facilities (assuming the WAN is operational), we need the following:

- |   |  |
|---|--|
| 1 | Avaya R630 Server<br>Complete SKC Planning, Installation, & Project Management |
|---|--|

<b>NET INVESTMENT</b>	<b>\$7,733.00</b>
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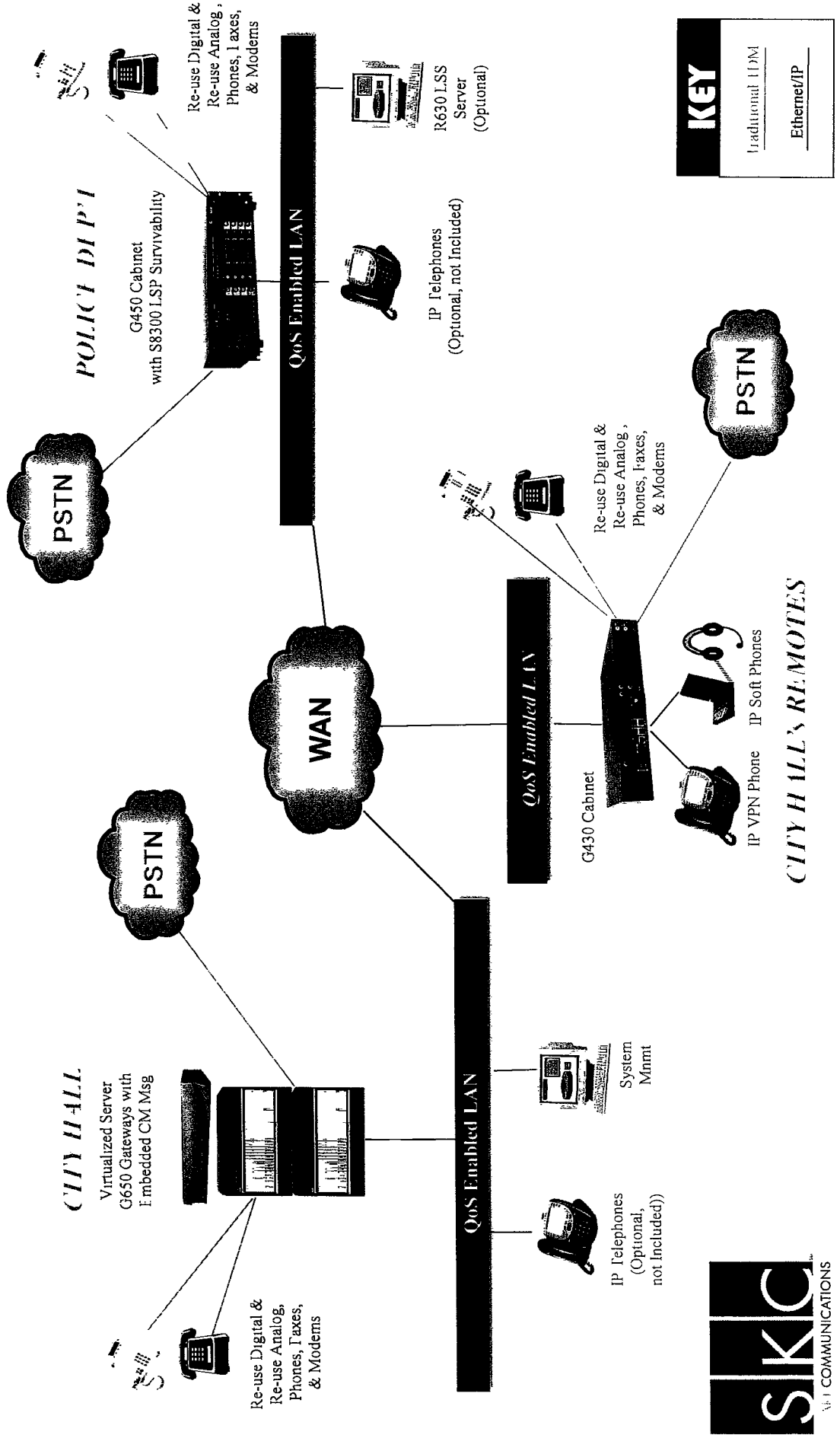
### **QTY**      **UNIFIED MESSAGING**


- |    |  |
|----|--|
| 1  | Mutare "Enabled Voice Mail (EVM)" System <ul style="list-style-type: none"><li>--To run on Franklin-provided virtualized server</li><li>--Each user can have one of the following deposited into his/her Email Inbox<ul style="list-style-type: none"><li>✓ The actual VM message in a wav format,</li><li>✓ Notification that a VM exists, or</li><li>✓ Notification that a VM exists with a link to click &amp; hear the message</li></ul></li></ul> |
| 60 | EVM User Licenses*<br>Complete Mutare Planning, & Installation,<br>SKC Project Management<br>1 <sup>st</sup> Year of Mutare Annual Support Coverage  |

*\*Each user license is \$32 City of Franklin can increase or decrease licenses in any quantity*

<b>NET INVESTMENT</b>	<b>\$20,896.00</b>
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## Efficiently Mixing TDM and IP-Based Telephony



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>11/5/2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Police &amp; Fire Commission Request to Revise the Job Descriptions for Police Patrol Officer and Firefighter/Paramedic</b>	<b>ITEM NUMBER</b>  <b>G.5.</b>

At the Police & Fire Commission meeting held on 8/13/2019, the Commission, along with the Police Chief and the Fire Chief, requested a change to the educational requirements for the positions of Police Patrol Officer and Firefighter/Paramedic. This change was requested due to the shortage of applicants in today's labor market.

On 10/21/2019, the Personnel Committee unanimously recommended that the Common Council approve the recommended changes to the two job descriptions. Red-lined versions of the job descriptions showing all changes are attached for your review. Proposed changes include:

#### Police Patrol Officer

1. Eliminated the requirement to have an Associate Degree. The State of Wisconsin minimum requirement for a police officer is to have 60 college credits. We propose matching this requirement. It is also proposed that an applicant must be 21 at the time of hire, instead of at the time of application.
2. Elimination of the reference to performing Drug Abuse Resistance Education (DARE) due to recent elimination of the program.
3. Changed the reference to certifying for firearms four times per year to annually.

#### Firefighter/Paramedic

1. Change the education requirement to state that an Associate's Degree in Fire Science is preferred but not required. The Fire Chief believes this may open the door to a more diverse group of applicants and may allow for more lateral transfers from other departments.
2. Update current requirements for being able to practice as a Paramedic in Milwaukee County and the correct State agency names.
3. Correct actual practice that physicals are required every three years at a minimum, not yearly.

### **COUNCIL ACTION REQUESTED**

Motion to approve the revised job descriptions for Police Patrol Officer and Firefighter/Paramedic.

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Patrol Officer

**Department:** Police

**Appointing Authority:** Chief of Police/Fire and Police Commission

**Reports To:** Sergeant of Police

**Salary Grade:**

**FLSA Status:** Non-Exempt

**Prepared By:** Dana Zahn

**Prepared Date:** ~~December 4<sup>th</sup>, 2017~~ October 1 2019 |

**Approved By:** Common Council

**Approved Date:** ~~January 23<sup>rd</sup>, 2018~~ |

**Summary**

The Patrol Officer performs a variety of law enforcement and social services work that enhances the safety, security, civil order, and stable atmosphere of the community. Duties include but are not limited to security and crime prevention patrols; traffic control and traffic law enforcement; investigation and first aid at accident scenes; response to calls for service including rescues, crimes, and community service; and detection, investigation, apprehension, and arrest of persons involved in crimes or misconduct.

**Essential Duties and Responsibilities**

Essential duties and responsibilities include the following. Other duties may be assigned.

Enforce all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Perform security patrols, traffic control, investigation and first aid at accidents; detect, investigate, apprehend, and arrest persons involved in crimes or misconduct.

Use sound judgment in deciding course of action, handle difficult and emergency situations, with or without assistance, in a manner appropriate for the situation and exercises rational judgment in all job responsibilities

Carry out duties in conformance with Federal, State, County, and City laws and ordinances.

Work cooperatively with supervisors and coworkers, direct traffic, patrol City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic, prevent, detect and investigate misconduct involving ordinance violations, misdemeanors, felonies and other law violations and to otherwise serve and protect.

Respond to emergency radio calls and investigate accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Take appropriate law enforcement action.

Interrogate suspects. Question witnesses and drivers. Gather and preserve evidence. Apprehend and arrest violators. Investigate and render assistance at scenes of vehicular accidents. Summon ambulances and other law enforcement vehicles. Take measurements, and photographs, document information, and draw diagrams of scenes.

Conduct follow-up investigations of crimes committed during assigned shift. Seek out and question victims, witnesses and suspects. Develop leads and tips. Search scenes of crimes for clues. Protect, collect, preserve and describe evidence. Analyze and evaluate evidence and apprehend/arrest offenders. Prepare thorough documentation. Prepare cases and testify in court proceedings.

Prepare a variety of reports and records in conformance with department policy, procedure and standards of accuracy including officers' daily logs, reports of investigation, field interrogation reports, alcohol reports, influence reports, intoximeter check list, bad check form, vehicle impoundment form, traffic hazard reports, etc.

Undertake community oriented police work, and assist citizens with such matters as locked or stalled vehicles, crime prevention, ~~Drug Abuse Resistance Education (DARE)~~, traffic safety, etc. |

Coordinate activities with other officers or other City departments as needed; promptly notify and exchange information with officers in other law enforcement agencies, and obtain advice from the City Attorney, Court Administrator, and Municipal Prosecutor's Office regarding cases, policies and procedures, as needed and assigned.

Maintain contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provide general information about Department activities.

Effectively communicate with suspects, witnesses, victims, the public and other law enforcement personnel.

The ability to maintain confidentiality of information.

Maintain departmental equipment, supplies and facilities.

Serve as a member of various committees as requested.

Regular, predictable and punctual attendance.

Ability to work extended or irregular hours.

Enforces all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.

Other duties as assigned by supervisors.

Any and all other duties as assigned by the Chief of Police.

### **Supervisory Responsibilities**

Works under the close supervision of the Sergeant of Police.

### **Qualifications**

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

### **Education and/or Experience**

Must have ~~either a 2-year associate degree or a 4-year degree from an accredited college. The~~ WI State requirement of 60 college credits ~~will be acceptable only if the applicant has been continuously employed as a law enforcement officer for three years. Must have either completed a Wisconsin 520 or 720 hours basic law enforcement training course (certifiable) or another state's equivalent or must be certified as a Wisconsin Law Enforcement Officer or another state's equivalent. An applicant must be at least 21 years of age at time of application~~hire.

### **Language Skills**

Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

### **Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Microsoft Word and other police department related software. Ability to work with various computer hardware and other computer related equipment.

### **Certificates, Licenses, Registrations**

Valid Wisconsin Driver's License

Maintain a current Basic Law Enforcement Training Certification

Firearms Certification, and must qualify for firearms ~~four times annually~~.

Ability to meet Department's physical standards.

Maintain Intoximeter Certification.

Maintain Preliminary Breath Test Certification.

Radar Certification.

Maintain CPR/First Responder Certification.

Firearms Certification, and must qualify for firearms, ~~four times annually~~.

The following certifications are to be obtained as assigned:

Wisconsin Drug Screen Test Kit

Narcotics Identification Kit

Canine Certification

~~D.A.R.E. Certification~~

Field Training Officer Certification

### **Physical Demands**

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

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **Work Environment**

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

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and vibration. The noise level in the work environment is usually moderate. At certain times the noise level may be very loud (fire arms training and emergency vehicle response).

### **Other Qualifications**

**Tools and Equipment:** Police car, police radio, handgun, ECD, and other weapons as required, baton, handcuffs, first aid equipment, personal computer, telephone, cell phone, fax, copy machine, calculator, typewriter~~keyboard~~, intoximeter, and oleoresin capicum spray.

### **Other Skills and Abilities**

Analyze and recommend improvements to equipment and facilities, as needed.

Schedule and conduct meetings.



Maintain liaison with community groups.

Confer with citizens and officials on law enforcement and community problems, attempting to resolve problems and recommend appropriate programs and activities.

Answer telephone; provide information, advice and guidance; take and relay messages and/or direct calls to appropriate personnel; return calls as necessary. Prepare various reports, forms, invoices, correspondence, and other documentation; Process, complete, maintain, and/or forward, as appropriate; files and logs.

Attend meetings, training sessions and seminars as required to remain knowledgeable of City/departmental operations, to promote improved job performance, and to stay current with changing policies and procedures, codes, and criminal/civil case law.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Ability to learn the applicable laws, ordinances, and department rules and regulations

Skill in operating the tools and equipment listed above.

Ability to perform work requiring good physical condition and stable/balanced mental condition

Ability to establish and maintain effective working relationships with peers, and supervisors.

Ability to identify problems and opportunities, reviewing possible alternative course of action before selecting one, utilizing information resources available when making decisions, sometimes under extreme pressure or stress.

Ability to develop feasible realistic solutions to problems, recommending actions designed to prevent problems from occurring and referring problems to supervisions when necessary.

Ability to establish systematic methods of accomplishing goals.

Ability to effectively convey ideas and information both in written and oral form

Ability to effectively read and understand information contained in memos, reports, bulletins, etc.

Ability to evaluate or make independent decisions, based upon experience or knowledge, without supervision, sometimes under extreme pressure or stress.

Ability to follow instructions from supervisor, verbally or in written form.

Ability to set priorities in order to meet assignment deadlines

Any and all other duties as assigned by the Chief of Police.

### **Miscellaneous**

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

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

employer and requirements of the job change.

CITY OF FRANKLIN  
Job Description

**Job Title :** Fire Fighter/Paramedic

**Department :** Fire

**Appointing Authority:** Fire Chief/Fire & Police Commission

**Reports To :** Battalion Chief

**Salary Level :** ~~48 Represented~~Per Labor Agreement

**FLSA Status:** Non-exempt

**Prepared By :** ~~James Martins, Fire Chief~~Dana Zahn, Human Resources Coordinator & Adam Remington, Fire Chief

**Prepared Date :** ~~May 15, 2003~~October 1, 2019

**Approved By :** ~~Resolution 2003-5582~~Common Council

**Approved Date:** ~~September 9, 2003~~

**Summary :**

Under the general direction of the Battalion Chief, the Firefighter/Paramedic protects life and property by performing fire fighting, emergency aid, hazardous materials, and fire prevention duties. Maintain Maintenance of fire equipment, and apparatus, and fire stations and facilities.

**Essential Duties and Responsibilities :** ~~include the following. Other duties may be assigned.~~

Perform fire fighting activities including driving fire apparatus; operating pumps, and related equipment; laying hose; and performing fire combat, containment and extinguishment tasks.

~~Perform~~Provide emergency medical care and transport as a licensed EMT-Paramedic to the standards established by the department, the County, and the State of Wisconsin. ~~aid activities including administering first aid and providing other assistance as required.~~

Participate in fire drills, and attend classes in fire fighting, emergency medical hazardous materials, and related subjects.

Receive and relay fire phone calls and fire alarms~~alarm~~ information.  
Operate radio and other communication equipment.

Participate in the inspection of buildings, hydrants, and other structures in fire prevention programs.

Maintain fire equipment, apparatus and facilities. Perform minor repairs to departmental equipment.

Create and maintain thorough and accurate records of patient care provided. Required documentation may be in written or digital format, as required by the department and other agencies.

Perform general maintenance work in the upkeep of fire facilities and equipment; clean and wash walls and floors; care for grounds around station; make minor repairs; wash, hang and dry hose; wash, clean, polish, maintain and test apparatus and equipment.

Must meet all department requirements for training and callbacks.

Assist in developing plans for special assignments such as emergency preparedness, hazardous communications, training programs, fire fighting, hazardous materials, and emergency aid activities.

Present programs to the community on safety, medical, and fire prevention topics.

Perform salvage operations such as throwing salvage covers, sweeping water, and removing debris.

Perform duties as a ~~certified EMT-D, or~~ Licensed EMT-P, according to criteria and standards set forth by department, Milwaukee County, and the State of Wisconsin when assigned.

May act as a Fire-Lieutenant when necessary.

~~May participate as paid on-call firefighter when not scheduled to work a normal duty shift.~~

Assists in department administrative activities as assigned.

Assists in supervising other firefighters as required.

Assists in training new employees as assigned.

Conducts basic fire inspection.

Other duties as assigned by supervisors.

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

**Education and/or Experience :**

~~An Associates Degree in Fire Science or an occupationally related field as determined by the Franklin Fire and Police Commission. A Bachelor's Degree in any field of study will also be accepted in lieu of the Fire Science Associates Degree is preferred but not required. (A degree is required for advancement opportunities.)~~

~~State of Wisconsin Firefighter II (new) or Firefighter III certification.~~

~~WI Emergency Medical Technician – Paramedic (EMT-P) required at time of appointment and Firefighter I courses.~~

National Registry as a Paramedic (NREMT-P) is a condition of practice within Milwaukee County and must be obtained within six months of employment.

Working knowledge of driver safety.

~~Working knowledge of first aid.~~

Ability to learn the operation of fire suppression and other emergency equipment.

Ability to perform strenuous or peak physical activity during emergency, training or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.

Ability to perform in team-based activities and in an often times stressful environment.

**Language Skills :**

Ability to follow verbal and written instructions.

Ability to effectively communicate in writing and verbally.

**Reasoning Ability :**

Ability to learn to apply standard fire fighting, emergency aid, hazardous materials, and fire prevention techniques.

Ability to act effectively in emergency and stressful situations.

Ability to make independent judgements which have considerable impacts on the organization.

**Tools And Equipment Used :**

~~Typewriter; calculator~~ Calculator; copy machine; computer; fax machine; telephone; measuring devices; camera; power tools; hand tools; chainsaws; shovels; brooms; ladders; exhaust fans; automobile; fire truck; ambulance; patient restraints; first aid equipment; oxygen; electronics test

equipment; general medical equipment; patient lifting devices; breathing apparatus; steel-tip boots; hearing and eye protection; fire fighting clothing; and hazardous chemical clothing.

**Certificates, Licenses, Registrations :**

Valid WI driver's license.

Current CPR certification.

~~Wisconsin EMT-D license, when offered.~~

Meet requirements of COMM DSPS 330 with respect to Wisconsin Fire Apparatus Drivers/Operator, when offered.

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

~~Must successfully pass medical exam consistent with NFPA 1582 upon appointment and every three years at a minimum., after completion of firefighter I training.~~

~~Must pass annual physical fitness assessment.~~

While performing the duties of this job, the employee is frequently required to stand; walk; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb and balance; stoop, kneel, crouch, and crawl; talk and hear; and taste smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 130 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

While performing the duties of this job, the employee regularly works in outdoor weather conditions including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individuals are exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils. The noise level in the work environment is



usually moderate, except during certain fire fighting or EMT activities when noise levels may be loud.

### **Job Responsibilities Related to Patient Privacy**

It is expected to protect the privacy of all patient information in accordance with the City of Franklin Fire Department's privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with The City of Franklin Fire Department's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.

The Firefighter/Paramedic may access protected health information and other patient information only to the extent that is necessary to complete their job duties. The Firefighter/Paramedic may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other Fire department operations.

The Firefighter/Paramedic is encouraged and expected to report, without the threat of retaliation, any concerns regarding The City of Franklin Fire Department's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.

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

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

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<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  November 5, 2019
<b>REPORTS AND RECOMMENDATIONS</b>	An Ordinance to Repeal and Recreate Chapter 133 Fire Prevention, Protection, and Control Code, of the Municipal Code of the City of Franklin	<b>ITEM NUMBER</b>  <i>G.6.</i>
<p>This subject matter was before the Common Council at its meeting on October 15, 2019, and was referred to this meeting to provide for a copy of the ordinance draft before the Common Council to be returned in standard ordinance for potential adoption form. A copy of the action sheet from that meeting is attached hereto. The standard form ordinance draft for potential adoption by the Common Council, with the content of the provisions to become part of the Municipal Code being without change from that before the Council at its last meeting, except for some spacing, font color and underline technical format changes, is also annexed hereto.</p>		
<p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt An Ordinance to Repeal and Recreate Chapter 133 Fire Prevention, Protection, and Control Code, of the Municipal Code of the City of Franklin.</p>		

Fire/ AJR; Legal Services Dept.: jw

<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <i>10/15/2019</i>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request that Council Repeal and Replace Chapter 133 of Municipal Ordinances, with the Draft Proposed by the Fire Chief, incorporating language and requirements that are consistent with State Administrative Rules and National Fire Protection Association (NFPA) Codes and Standards.</b>	<b>ITEM NUMBER</b> <i>G.9.</i>

#### **Background:**

The City of Franklin's current Fire Prevention Protection and Control Code (Chapter 133 of Municipal Ordinances), has existed in its present form since approximately 1996. There have been additions and revisions over the years, with the last extensive revision occurring in 2012. Since that time, the state Department of Commerce (commonly referred to as "Comm"), of which the fire department operates as an authorized agent with regard to fire prevention activities and code enforcement, has been restructured as the Department of Safety and Professional Services (DSPS). The existing fire code contains references to the Department of Commerce and the various "Comm codes" (administrative rules) that the department is responsible for enforcing, rather than current DSPS title and list of administrative codes. Also, the state legislature has approved administrative rule changes that now prohibit municipalities from enforcing requirements for fire protection systems that are more or less stringent than those required by the state. The existing fire code contains requirements and allowances that are no longer enforceable or allowable under state administrative rules. The existing fire code also contains extensive lists of technical specifications for data and components related to fire alarm and fire sprinkler plan submissions that are immaterial to a local fire prevention code. It also defines specific procedures, processes, and fee schedules for permit applications and plan submittals. The fire department feels that the interests of stakeholders can better be served by having the ability to establish processes and procedures, and to adjust or modify them (as necessary) based on efficacy and efficiency, irrespective of the actual fire prevention code.

#### **Overview:**

The fire chief has developed a draft revision of the Fire Prevention, Protection, and Control code that aligns with the DSPS language and administrative rules. The revision also adopts by reference a number of National Fire Protection Association (NFPA) codes and standards, including NFPA 1 *Fire Code* (essentially a national/international fire prevention code), as well as the state DSPS chapters related to fire prevention and fire protection. By adopting a code, standard, or rule by reference rather than incorporating specific language directly into the municipal fire code, the fire department can enforce the most recent version of the document, without having to amend or revise the local code. NFPA codes are revised by technical committees every three years; however the State does not always immediately act to adopt and enforce the revision. By adopting the "(...) *the most current version that is legislatively adopted by reference by the State of Wisconsin (...)*" Chapter 133 of Franklin's Municipal Ordinances will always be current, enforceable, and consistent with state law. S

#### **Summary of Changes:**

Most of the draft revision retains the exact language of the existing fire prevention code; however, the draft is considerably more concise (29 pages compared to 68). This was accomplished by removing redundant language, with some paragraphs appearing in substantially identical language multiple times throughout the document. As stated above, several pages of technical component and data requirements for sprinkler and alarm plan submissions were also removed. These specification requirements are already defined in the NFPA codes and/or standards relative to those systems, which are adopted by reference, and the language is not necessary in the fire prevention code. None of the language that was removed or added makes Franklin and "less safe" in terms of fire protection and prevention. Rather, the revision adds some prohibitions (e.g., "sky lanterns"), and clarifies areas of the code that were open to misinterpretation, including the following:

- Removes language regarding fire sprinkler and fire alarm requirements that is not consistent with state DSPS and International Building Code (IBC) requirements.
- Clarifies language regarding grills on balconies of multi-family residences (only electric “George Foreman” type grills are permitted).
- Categorizes types of outdoor burning as permissible (recreational fires, as defined by NFPA 1), or restricted and thus requiring a permit (bonfires, seasonal burning of yard waste).
- Adds language allowing prescribed burns to be conducted by environmental engineering contractors, under certain conditions and restrictions, in order to restore native prairie plant species and animal habitat (with fire chief approval and detailed plan on file).
- Adds language prohibiting “sky lanterns” (this is prohibited in current NFPA codes, but not yet enforced in state code).
- Removes confusing and potentially misleading language regarding certain plan reviews, permit issuances, and denial appeals for which the Building Inspector (not the fire department) is the legally recognized enforcing authority as defined per state law.
- Removes procedural language regarding plan submissions for fire alarm and fire sprinkler systems. (New process and procedural instructions will be mailed to contractors and posted on the city website.)
- Condenses language related to fire protection systems into single specific subchapters (rather than having language regarding submission requirements, application process, review and approval process, systems acceptance testing, maintenance, and inspection in multiple fragmented in multiple subchapters throughout the document).
- Removes the “pass through” fee structure for fire alarm and sprinkler plan submittals. The city currently pays an independent consultant to perform more complex plan reviews, and then invoices the applicant to recoup costs. The department plans to partner with a consulting firm to which the applicant would directly pay the review fees. The applicant would also pay a flat permit fee to the city which more accurately reflects the time that staff dedicates to the project, as required by state law. The fire chief does not expect this to have a significant effect on revenue or expenditure, as the two lines nearly balance out under the present “pass through” system.
- Minor grammatical and formatting corrections have been incorporated.

The fire chief recommends repealing the existing Chapter 133 and replacing it with the draft revision submitted. The fire chief believes additional revisions are necessary at a future point when staff has more time available for a more comprehensive review.

## **COUNCIL ACTION REQUESTED**

Request that Council Repeal and Replace Chapter 133 of Municipal Ordinances (Fire Prevention, Protection, and Control Code) with the revised version submitted with this document, with revisions explained herein.

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

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 133 FIRE PREVENTION,  
PROTECTION, AND CONTROL CODE, OF THE MUNICIPAL CODE OF THE  
CITY OF FRANKLIN

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WHEREAS, the Fire Chief and Fire Department staff having reviewed Chapter 133 of the Municipal Code and having provided a redraft of the entirety of the Chapter to in part provide for updates for consistency with the applicable State of Wisconsin Administrative Code and National Fire Prevention Association Code requirements and regulations, and to provide for further efficiency in the provision of fire prevention, protection and control as has been developed through the years since the last update of the Chapter some more than twenty years ago, and the Fire Chief having recommended approval of such revisions; and

WHEREAS, the Common Council having considered the recommendation and having determined same to be in furtherance of the protection of the health, safety and welfare of the Community.

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

SECTION 1: Chapter 133 Fire Prevention, Protection, and Control Code, of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed and recreated to read as follows:

**Chapter 133**  
**Fire Prevention, Protection, and Control**

§133-1. General Provisions.

§133-2. Definitions.

§133-3. Adoption of Wisconsin Administrative Code.

§133-4. Adoption of International Code Council (ICC), Inc. Codes.

§133-5. Adoption by reference of National Fire Prevention Association (NFPA) publications.

§133-6. Automatic fire sprinkler control and/or fire suppression system protection.

§133-7. Liability for Damages.

§133-8. Service of correction orders.

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- §133-20. Fire inspection fees.
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- §133-22. Violations and penalties.
- §133-23. Appeals.

## **§ 133-1. General Provisions.**

### **A. Intent. The intent of this chapter is:**

- (1) To provide the municipality with comprehensive regulations to improve public safety by attempting to control, limit, restrict, and/or eliminate fire hazards.
- (2) To improve life safety for residents occupants, employees, firefighters, and frequenters of places of employment and public buildings.
- (3) To regulate the installation, use and maintenance of equipment; to regulate the use of structures, occupancies, and open areas.
- (4) To require the removal and/or reduction of fire hazards; to establish the responsibilities and procedures for code enforcement; and to set the minimum standards for compliance and achievement of those objectives.
- (5) To protect property from the hazards of fire and explosion by establishing minimum standards for the use, operation, maintenance and inspection of buildings structures and premises.

### **B. Applicability.**

- (1) The provisions of this code shall apply to all public buildings and places of employment. Exceptions: The following buildings and uses are not public buildings or places of employment and are not subject to the provisions of this code
  - a. One- and two-family dwellings.
  - b. Buildings used exclusively for farming as described in §102.04(3), Wis. Stats.
  - c. Nothing contained in this section shall be construed as applying to the transportation of any article or thing shipped in conformity with the regulations prescribed by the Interstate Commerce Commission, or as applying to the military forces of the United States.
- (2) The provisions of this code shall apply equally to new structures, including additions to existing structures and existing conditions, except that existing conditions not in strict compliance with the terms of this subsection shall be permitted to continue where the exceptions do not constitute a distinct hazard to life or adjoining property as determined by the Authority Having Jurisdiction (AHJ).
- (3) The provisions of this code apply equally to the property owner and/or occupant.
- (4) Sections 133-8, 133-9, 133-10, 133-11, 133-15C: (1), (2), (3), (4), (5), 133-17, and 133-22 apply to all individuals and/or properties within the jurisdiction of the municipality.

### **C. Additions to, change of use, renovated, altered or remodeled buildings.**



- (1) If 50% or more of the total area of a building is renovated, altered or remodeled and/or added to the existing building, the entire building shall be brought into compliance with the requirements of this code.
- (2) If 25% to 49% of the total floor area of a building is renovated, altered or remodeled, the portion of the building that is remodeled shall be brought into compliance with the requirements of this code.
- (3) All percentages of remodeling shall be cumulative as applied to subsection C (1) and (2) above.
- (4) If any addition is made to an existing building and/or structure that currently has a fire sprinkler, fire suppression, fire control or fire alarm system installed, the addition shall comply completely with this code.
- (5) If any addition is made to an existing building and/or structure that currently has a fire sprinkler, fire suppression, fire control or fire alarm system installed, the addition shall have a fire sprinkler, fire suppression, fire control or fire alarm system installed.
- (6) If the use of and/or contents of any existing building are changed and become more hazardous as determined by the authority having jurisdiction (AHJ), the building shall be brought into compliance with this code
- (7) Those portions, elements, systems, or components of existing buildings and structures to be renovated, altered, remodeled or modified on or after the effective date of the rules under this code and where the alteration, modification, or the addition affects a building element or component relating to subject matters regulated by this code shall be designed, constructed and maintained in accordance with the applicable rules of this code as it exists on one of the following
  - a. The date the local building permit is issued
  - b. The date the replacement is initiated, where Subsection C (7)(a) does not apply.

D. Permits required.

- (1) The fire department shall be responsible for issuing the following permits:
  - a. Fireworks permits.
  - b. Bonfire permits.
  - c. Outdoor burning of yard waste (Outdoor Burning Permit must be purchased from the Office of the City Clerk, Franklin City Hall).
- (2) Certificates of occupancy. The AHJ shall have dual authority with the building inspector in the issuance of certificates of occupancy for multifamily, public buildings, places of employment, commercial structures, places of public assembly and schools to the extent that the AHJ shall inspect and have approval authority over proposed occupancies to ensure compliance with this chapter

E. Stop-work order.

- (1) The AHJ may request that the building inspector issue a stop-work order upon any permit issued subject to the inspection and approval authority of this chapter, where the AHJ finds that any of the conditions for issuance have not been maintained or where there has been any false statement or misrepresentation of any material fact made in the application or plans upon which the issuance was based.

- (2) If the AHJ determines requirements of this code are not complied with or there may be life safety issues, the AHJ may issue a stop-work order on any project or portion thereof.

F. Inspection and testing.

- (1) All fire suppression systems and fire alarm systems required under this code shall be inspected by an authorized agent of the AHJ prior to having any of their parts covered up or concealed in any manner whatsoever. The authorized reviewing agent shall be given a 72 hour notice prior to any system inspection
- (2) An authorized agent of the AHJ shall witness all tests of fire control systems, fire alarm initiating devices, notification appliances, and any other required system requiring an operational test. The authorized reviewing agent shall be given a seventy-two (72) hour notice prior to any system witness test.
- (3) All testing shall be conducted in accordance with the NFPA standard applicable to the system being tested.

G. Right of entry.

- (1) The AHJ and/or his or her authorized representative may, at all reasonable hours, enter any place of employment and/or public building within its jurisdiction for the purposes of making any inspection or investigation which, under the provision of this section, is deemed necessary.
- (2) The AHJ shall inspect, or cause to be inspected, all places of employment and public buildings as often as may be necessary, but not less than once a year.
- (3) The purpose of any inspection and/or investigation is to determine if any violations of the provisions or intent of this code and/or the codes or standards adopted by reference exist and to order corrections of the violations observed.
- (4) The AHJ or his or her authorized representative, upon the complaint of any person or whenever he or she deem necessary, shall inspect any place of employment and/or public building and premises within its jurisdiction.
- (5) Any owner or occupant of any place of employment and/or public building who refuses to permit, prevents or interferes with entry into or upon the premises by anyone authorized by the AHJ shall be guilty of violating this chapter and shall be subject to penalties under §133-22. Exception: The interiors of dwelling units will not be inspected unless an inspection is specifically requested by the owner or occupant and/or as allowed by state statutes.

H. Enforcement and documentation.

- (1) The fire chief, as the AHJ, or anyone the fire chief has designated as an authorized representative or agent of the AHJ, shall enforce the provisions of this code.
- (2) Whenever any authorized representative or agent of the AHJ shall discover fire hazards due to conditions that are not in compliance with the requirements of NFPA 1, this code, and any and all other applicable codes and adopted standards, he or she shall order such conditions or materials to be removed or remedied in such manner as may be specified. These hazards may include, but are not limited to, the following:
  - a. Dangerous or unlawful amounts of flammable, combustible, or explosive material as determined by the AHJ

- b. Hazardous conditions arising from defective or improperly installed equipment for handling or using flammable, combustible, or explosive material
  - c. Dangerous accumulations of rubbish, waste paper, boxes, shavings, or other highly flammable materials as determined by the AHJ.
  - d. Accumulations of dust, grease, or waste materials in air conditioning systems, exhaust ducts or vent hoods
  - e. Obstructions to or in fire escapes, stairs, passageways, doors, or windows liable to interfere with the operation of the fire department or egress of occupants. This includes snow.
  - f. Any building, structure, or premises which for want of repairs, lack of exit facilities, fire alarm apparatus or fire extinguishing equipment, or by reason of age or dilapidated condition, or from any cause, creates a fire hazard.
- (3) The AHJ may use any means necessary in documentation of inspections or conditions, including but not limited to the use of electronic equipment.
- I. Notification of use or occupancy changes.
  - (1) Whenever there is a change in occupancy or in the agent(s), (property manager, facilities supervisor, after-hours emergency contact, etc ) of that occupancy, the owner or his or her duly authorized agent shall submit the changes in writing to the Fire Department within five working days. The information shall consist of the following:
    - a. Name and address of occupancy
    - b. Owner's name, address, E-mail address and phone number(s).
    - c. Agent's name, address, E-mail address and phone numbers(s).
  - (2) Whenever a change in the service and/or monitoring company for the alarm system has occurred within the occupancy, the owner or authorized agent shall submit the changes in writing to the fire department within five working days. The information shall consist of the following:
    - a. All information required in Subsection J(1).
    - b. Type(s) of fire protection systems.
    - c. Service company name, address and phone number(s)
  - (3) No change can be made in the use or occupancy of any building or structure, or any space within a building or structure, either in a different division of the same occupancy group or in a different occupancy group, unless the building or structure complies with this code's requirements for the new division of occupancies, as these requirements exist. Exception: This subsection does not apply to an approved temporary use or to a new use that will be less hazardous, based on life and/or fire risk, than the existing use.
  - (4) An inspection by the fire department or an authorized representative or agent of the AHJ shall be required for any new or change of occupancy.
- J. Temporary use. The AHJ may allow a building or portion of a building to be used temporarily in a manner that differs from the approved use for the building or space, or may approve a temporary building to be used by the public, subject to all of the following provisions:
  - (1) The AHJ shall determine the time frame within which the temporary use is permitted, based on the extent hazards are created by the temporary use

- (2) The AHJ shall determine maximum occupancy load.
- (3) The AHJ shall determine any fire protection and/or control devices and life safety provisions that may be needed.

**§133-3 Definitions.**

- A. Unless otherwise expressly stated in this code, all definitions, including those of occupancy types, shall be as stated in the most current versions of NFPA 1 (Chapter 3), NFPA 101 (Chapter 3) and/or the NFPA standard(s) or code(s) applicable to the specific subject material, that are legislatively adopted by state statute.

**§133-3. Adoption of Wisconsin Administrative Code.**

- A. The most current legislatively enacted versions by the State of Wisconsin of the Wisconsin Administrative Code, on the effective date of this Code, shall apply.
  - SPS 303      Administrative Procedures
  - SPS 305      Licenses, Certification and Registration
  - SPS 307      Explosives and Fireworks
  - SPS 308      Mines, Pits and Quarries
  - SPS 310      Flammable, Combustible and Hazardous Liquids
  - SPS 314      Fire Prevention
  - SPS 316      Electrical
  - SPS 318      Elevators, Escalators and Lift Devices
  - SPS 326      Manufactured Home Communities
  - SPS 328      Smoke Detectors and Carbon Monoxide Detectors
  - SPS 333      Passenger Ropeways
  - SPS 334      Amusement Rides
  - SPS 335      Infectious Agents
  - SPS 340      Gas Systems
  - SPS 341      Boilers and Pressure Vessels
  - SPS 343      Anhydrous Ammonia
  - SPS 345      Mechanical Refrigeration
  - SPS 348      Petroleum and Other Liquid Fuel Products
  - SPS 361-366   Wisconsin Commercial Building Code
  - SPS 371      Solar Energy Systems
  - SPS 375-379   Existing Buildings
- B. Any violation of the incorporated provisions constitutes a violation of this code.
- C. In cases of conflict between local and state codes, the most restrictive provisions, as determined by the AHJ, shall govern.

**§133-4. Adoption of International Code Council (ICC), Inc., codes.**

- A. The latest ICC publication(s) listed below and published on or before the effective date of this code are adopted by reference, enforced, and incorporated into this code as fully set forth herein:
  - 1) International Fire Code (applies only to sections specifically referenced in this code).

**§133-5. Adoption by reference of National Fire Prevention Association (NFPA) publications.**

- A. The latest version of NFPA 1 (*Fire Code*) that is legislatively adopted by reference by the State of Wisconsin, including all of the publications, codes, standards, and documents adopted by reference by the State of Wisconsin in Chapter 2 of that code, are hereby adopted by reference, enforced, and incorporated into this code as if fully set forth herein.

**§133-6. Automatic fire sprinkler control and/or fire suppression system protection.**

- A. Intent. The intent of this section is to require the installation of automatic fire sprinkler fire control and/or fire suppression systems to improve the protection of life and property within the municipality. It will establish a minimum standard for fire safety through the standardization of the design, installation, testing and maintenance requirements for automatic fire sprinkler suppression.
- B. Code Compliance. Automatic fire sprinkler systems shall be required, designed, installed and/or modified, tested, inspected, and maintained as set forth in the most current versions legislatively enacted by the State of Wisconsin of NFPA 1, NFPA 101, NFPA 13, NFPA 13D, NFPA 13R, NFPA 25, the Wisconsin Administrative Code, and any and all other applicable codes and adopted standards.
- C. Code conflicts. If any conflicts exist between this code and any NFPA code and/or standard, the most restrictive, as determined by the AHJ, shall be enforced by the AHJ.
- D. Working plans. Working plans shall be submitted to the fire department or its authorized reviewing agent for conditional approval before any equipment is installed, modified, or remodeled.
  - 1) Deviation from approved plans shall require permission of the AHJ.
  - 2) All working plans submitted for conditional approval must be signed and sealed by at least one of the following.
    - a An architect registered in the State of Wisconsin.
    - b An engineer registered in the State of Wisconsin
    - c A person who holds a designer of engineering systems permit in the State of Wisconsin.
    - d An individual who holds a valid automatic fire sprinkler contractor's license and is responsible for the system installation.
  - 3) Working plans shall be drawn to an indicated scale, on a sheet of uniform size, with a plan of each floor. Plans must comply with the requirements of the most current legislatively enacted version of NFPA 13 adopted by the State of Wisconsin; and plan submissions must include all required design elements, details, calculations, and specifications set forth in Chapter 23 of that standard.
- E. Installation required. Automatic fire sprinkler systems shall be installed in all structures where the floor area exceeds the thresholds established in Table 133-6F of the specific occupancy type and construction type involved, and where required by State codes. For the purpose of determining square footage as it relates to the required installation of fire sprinklers in a building, firewalls shall not be considered dividers unless the firewall is

rated at four hours without penetrations and extends a minimum of three feet above the roof.

<b>Table 133-6F</b>					
<b>Occupancy Type</b>	<b>Type I</b>	<b>Type II</b>	<b>Type III</b>	<b>Type IV</b>	<b>Type V</b>
E*	All	All	All	All	All
F-2	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF
I-2	All	All	All	All	All
I-3	All	All	All	All	All
I-4	All	All	All	All	All
R-4	All	All	All	All	All
U	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF
Note *excludes single-family-home day cares					

- F. Additional automatic fire sprinkler system installations required. An automatic sprinkler system shall be installed in all:
- 1) Parking structures above and below ground with ceilings
  - 2) CBRFs (community based residential facilities).
  - 3) Adult family homes.
  - 4) Throughout all dormitories, fraternities and sorority houses.
  - 5) Throughout every building, new or existing, which by reason of its construction or combustible occupancy involves a life hazard to its occupants or in the judgment of the AHJ constitutes a fire menace.
  - 6) Throughout all mini-warehouses and unattached multifamily parking garages that exceed the following:
    - a Five thousand square feet or more in area on any floor.
    - b Two stories in height.
    - c Any portion of the structure is below grade
- G. Basements and garages are to be designed to protect as a minimum, for ordinary hazard occupancy.
- H. When an automatic fire sprinkler system is required to be installed by this code but not the Wisconsin Department of Safety and Professional Services (DSPS), in a structure that is not currently serviced by a municipal water source
- 1) All fire sprinkler systems shall be installed in complete compliance with the appropriate NFPA code(s) and/or standard(s). Exception: An automatic water supply for any fire sprinkler system(s) required to be installed by this code but not required by the Wisconsin Department of Safety and Professional Services Code,

if acceptable to the AHJ the automatic water supply shall be allowed to comply with the following:

- a The automatic water supply for the automatic fire sprinkler system(s) shall be conditionally approved by the AHJ
  - b The fire sprinkler system(s) shall be installed and connected to a conditionally approved automatic water supply
  - c The required automatic water supply must be capable of delivering the required quantity of water at the required pressure as determined by hydraulically calculating the system demand in accordance with NFPA 13 for the most hydraulically demanding area.
  - d A letter from a licensed fire protection engineer or a State of Wisconsin permitted fire protection designer attesting to the ability of the system to comply with the above requirement shall be required prior to occupancy.
- 2) Within 90 days after a municipal water system becomes available, the sprinkler system shall be connected to the municipal water supply.
- 3) For the purpose of this code, an available municipal water supply shall be any of the following:
- a A municipal water main located at or near the streets adjacent to the property on which the structure that is required to be sprinklered is located.
  - b. A municipal water main located in a utility easement on or near the property on which the structure that is required to be sprinklered is located.
  - c A municipal water main located at or near the streets within 1,500 lineal feet of any part of the property on which the structure that is required to be sprinklered is located.
  - d A municipal water main located in a utility easement within 1,500 lineal feet of any part of the property on which the structure that is required to be sprinklered is located.
- I. All automatic fire sprinkler, fire control and/or fire suppression systems shall comply with the following:
- 1) Be designed in accordance with the appropriate NFPA standards and/or codes.
  - 2) Be designed to protect the highest hazard present at any time in the protected area.
  - 3) Be monitored by a Underwriter's Laboratories (UL) listed central station
  - 4) Have sprinkler control rooms located with adequate access for Fire Department and sprinkler maintenance and inspection personnel, and shall not be located within private dwellings with the exception of NFPA 13D systems.
  - 5) Have direct access from the exterior to the sprinkler control valve acceptable to the AHJ.
  - 6) Have a bell (minimum ten-inch) and strobe installed, located above the Fire Department connection (FDC).

- 7) The FDC must be located at least 40 feet from all gas meters, electrical-meters and transformers.
  - 8) The FDC must be installed in a location acceptable to the AHJ
  - 9) Be designed for the hazard being protected or as specifically specified in this code and/or as acceptable to the AHJ.
  - 10) All automatic fire sprinkler systems hydraulic designs are to be based on a maximum of 90% of the available water supply (a minimum of a ten-percent safety margin shall be maintained).
  - 11) All sprinkler systems designed shall be based on the most current water flow test conducted in accordance with NFPA 291 that is acceptable to the AHJ.
  - 12) An authorized representative or agent of the AHJ shall witness all water flow tests.
  - 13) Sprinkler protection for exposed plastics must comply with all FM Global testing and standards.
- J. Application to existing buildings.
- 1) Adult family homes and community-based residential facilities (CBRF), regardless of number of occupants or class, must be retrofitted with fire sprinkler protection complying with NFPA 13.
  - 2) Where the AHJ finds that an existing building, because of current occupancy or a change in occupancy, constitutes a hazard to its occupants or adjoining property, the AHJ may order compliance with the provisions of this section. A hazard shall be determined by the existence of one or more of the following conditions:
    - a Any building which by reason of its construction or highly combustible occupancy involves a hazard to its occupants or, in the judgment of the AHJ, constitutes a fire menace, e.g., paint shop and other occupancies involving processing, mixing, storing, and dispensing of volatile liquids or solids.
    - b Non-fire-resistive characteristics of a structure.
    - c Accumulation of flammable or combustible materials.
    - d Lack of accessibility to the premises for fire-fighting equipment.
    - e Substantial number of fire calls or complaints on the premises.
    - f Traffic patterns for pedestrian ingress and egress which require protection under this section.
    - g Insufficient ventilation systems
    - h Where there is a lack of an internal communication system, or due to the size or type of building making regular fire department radio communication inoperable, the building owner is required to install a repeater system or something comparable to assist radio communications. If any inspection reveals a need for a new, replacement or other comparable system, the inspection report shall order such correction within 180 days of the inspection [Amended 7-24-2012 by Ord. No. 2012-2086]



- i. Number, characteristics and movement of employees which require protection under this section.
    - 3) Installation of an automatic sprinkler system must be started within one year from the service of such orders and shall be completed within 180 days after construction has started
- K. Exemptions. In any location where the installation of sprinklers may cause or increase an occupational hazard, as determined by any governmental authority having jurisdiction over such location or occupation, the AHJ may waive any requirement to install an automatic fire sprinkler or any portion thereof

**§133-7. Liability for damages.**

- A. The code shall not be construed to affect the responsibility of any persons owning, operating, or installing equipment for injury to persons or damage to property caused by any defect therein, nor shall the municipality, any person, firm, company or agent(s) for the municipality be held as assuming such liability by reason of any inspection or re-inspection authorized herein or the permit issued herein provided or by reason of the disapproval or approval of any equipment and/or system authorized herein.

**§133-8. Service of correction orders.**

- A. The service of correction orders shall be made upon the owner, occupant or other person responsible for the condition(s) that violates any section of this code. A copy of the service order can be delivered personally to the owner or by leaving it with the person in charge of the premises. Whenever it may be necessary to serve such order upon the owner of the premises, such an order may be served either by delivering to and leaving with the person a copy of the order or, if such owner is absent from the jurisdiction of the AHJ making the order, by mailing such a copy to the owner's last known post office address.
- B. Conditions that are hazardous to life or safety of the occupants shall require immediate correction. All other violations shall be corrected within a specified time or date, as the AHJ shall determine.
- C. When the owner of any property or person in apparent control of the property is issued an order by the AHJ and fails to comply with the order, the municipality may do the work ordered, and the cost of such work shall constitute a special assessment against the property pursuant to §66.0701, Wis. Stats. Any person against whose land a special assessment is levied under this chapter may appeal in the manner prescribed in §66.0703(12), Wis. Stats., within 40 days of the date of the final determination of the governing body.
- D. No person shall refuse to permit or shall prevent or interfere with any entry into or upon any building or premise by the AHJ who is lawfully on the premises or interfere with any such inspection. If consent to enter onto personal or real properties which are not public buildings, or to portions of the public buildings which are not open to the public, has been denied, the Fire Inspector shall obtain a special inspection warrant under §66.0119, Wis. Stats.

### **§133-9. Variances.**

- A. Except as otherwise prohibited by state law, the AHJ shall have power to modify any of the provisions of this code upon application in writing by the owner or occupant, or a duly sworn authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. [Amended 7-24-2012 by Ord No. 2012-2086]
- B. The AHJ thereon shall enter upon the records of the department, and a signed copy shall be furnished to the applicant, the particulars of such variances when granted.
- C. The AHJ may require tests as proof of compliance with the intent of this code. Such tests are to be made by an approved agency at the expense of the person requesting approval of the alternate material or method of construction.
- D. If technical expertise is unavailable within the municipality because of new technology, process, products, facilities, materials and uses attending design, operation or use of a building premises subject to the inspection of the municipality, the AHJ may require the owner or the person in possession or control of the building or premises to provide without charge to the municipality a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety organization, acceptable to the AHJ and owner, and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, and prescribe the necessary recommended changes. The department may also acquire technical assistance from a consultant and may charge a fee to the owner or occupant for the service provided.

### **§133-10. Revocation of permits.**

- A. The AHJ may revoke any permit issued in accordance with this code in any case where it may find that any of the conditions for the issuance have not been maintained or where there has been false statement or misrepresentation of any material fact in the application or plans on which the issuance was based.
- B. The AHJ shall promptly notify the permit holder of the request for revocation and, if so requested by the permit holder, the effective date of the revocation shall be deferred pending a hearing before the chief of the fire department. The decision of the fire chief for revocation, following the hearing, shall be final.

### **§133-11. Closing and vacating buildings.**

- A. The AHJ may order compliance with this section and all other lawful orders or laws relating to fire prevention and fire protection in existing building and structures.
- B. Where the public is exposed to immediate danger, the AHJ shall order the closing and vacating of the building at once.

### **§133-12. Investigation of fires**

- A. The Fire Department shall investigate the cause and origin, and circumstances of fires occurring within their jurisdiction to determine if the fire is of carelessness or design. Such investigations may begin immediately upon the occurrence of such a fire, and if it appears to the officer making such an investigation that such fire is of suspicious origin and of a significant nature, the fire chief shall be notified of the facts. The AHJ shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case. A member of the fire investigation team shall file a written report of damage associated with every fire in a timely manner. It shall contain a statement of all facts relating to cause and origin and circumstances of such fire and other information as may be required.

### **§133-13. Standpipes.**

- A. Intent. The intent of this section is to require fire department standpipe systems to be installed in certain structures to help fire fighters effectively extinguish a fire and to help reduce property damage and losses.
- B. Where required.
- 1) Fire department standpipe systems shall be installed in the following structures:
    - a. Any structure required by the State of Wisconsin codes
    - b. In all new structures over two stories in height
    - c. In any structure in which the AHJ deems standpipes are necessary for firefighting purposes.
  - 2) Temporary standpipes must be installed in an approved location for all of the following structures:
    - a. All combustible structures exceeding two stories in height.
    - b. All noncombustible structures exceeding three stories in height.
- C. Installation requirements. Fire department standpipes shall be designed and installed in accordance with this section. Where any requirement in this section is more restrictive than any NFPA standard and/or code and/or state code, the requirements in this section must be complied with
- 1) The installation of standpipes shall be in accordance with this section and NFPA 14.
  - 2) All standpipe systems hydraulic designs are to be based on a maximum of 90% of the available water supply (a minimum of a ten-percent safety margin shall be maintained). Pumping pressure at the FDC may not exceed 200 pounds and the system shall maintain 100 pounds of pressure at its most remote location.
  - 3) The location of standpipe hose connections shall be accessible and shall be located so that all portions of the building are within 100 feet of hose to a hose valve. This distance must be measured using the normal aisles or the path a hose would be laid as determined by the AHJ.
  - 4) The locations of all hose valves shall be acceptable to the AHJ
  - 5) The AHJ may require additional standpipes and/or hose valves to be installed.

- 6) When required by the AHJ, an approved standpipe shall be installed as construction progresses to make them available for fire department use in the topmost floors constructed. Temporary standpipes shall be provided in place of permanent standpipes when required, during the period of construction on buildings required by this code.
- 7) The location of all fire department connections for standpipes shall be approved by the AHJ.
- 8) The fire department connections shall be at least 40 feet from all electrical transformers, gas meters, or propane storage.
- 9) All standpipes are to be automatic standpipes unless a manual or dry standpipe is allowed by the AHJ.
- 10) Key access shall be provided for all doors having access to standpipes.
- D. Approval requirements. Complete plans and calculations for all standpipes must be submitted to the fire department's authorized reviewing agent, and conditionally approved prior to installation of any standpipe.
- E. The Fire Department's authorized reviewing agent shall review all plans for standpipes and, upon approval of the same, issue the necessary permits to install all standpipes prior to installation.

#### **§133-14. Fire alarm systems.**

- A. Intent. The intent of this section is to provide a means for automatic detection of fire conditions and/or to provide warning notification throughout all buildings and occupancies built hereinafter, structurally altered, and/or added to. Fire alarm systems are intended to provide additional life safety and help reduce property loss through early detection of fires, providing warning to occupants and automatically notifying the fire department of fire.
- B. Installation required. A fire alarm system shall be installed in all structures where the floor area exceeds the thresholds established in Table 133-14B of the specific occupancy type and construction type involved, and where required by state code. All fire alarm systems shall be designed, installed, tested, inspected, and maintained as set forth in NFPA 1, NFPA 101, NFPA 70, NFPA 72, the Wisconsin Administrative Code, and any and all other applicable codes and adopted standards. All fire alarm system plans shall be designed and submitted by a person holding NICET Level II certification or higher, and monitored by a UL-listed central station monitoring service.

<b>Table 133-14B</b>					
<b>Occupancy Type</b>	<b>Type I</b>	<b>Type II</b>	<b>Type III</b>	<b>Type IV</b>	<b>Type V</b>
E*	All	All	All	All	All
I-2	All	All	All	All	All
I-3	All	All	All	All	All

I-4	All	All	All	All	All
R-3	State statutes apply				
R-4	All	All	All	All	All
S-1	3,000 SF	3,000 SF	3,000 SF	3 000 SF	3,000 SF
S-2	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF
U	5,000 SF	5,000 SF	3,000 SF	3,000 SF	3,000 SF
Note *excludes single-family-home day cares					

C. Minimum system requirements. The following minimum system requirements shall be met when any occupancy type exceeds the limits in table 133-14B. Minimum system requirements for fire alarm systems shall include:

- 1) Audible notification appliances shall be installed throughout protected premises.
- 2) Visible notification appliances shall be installed throughout protected premises.

Exceptions.

- a. Closets and/or other similar small storage rooms that do not exceed 50 square feet in floor area and are not normally occupied.
  - b. Normally unoccupied crawl spaces
  - c. Normally unoccupied attic spaces
  - d. Any non-accessible area.
  - e. Any area for which the AHJ deems visible notification appliances are not required.
- 3) Manual initiating devices (pull stations) shall be located at all points of egress, including all exit doors on every floor and/or building level
  - 4) Water flow detection devices shall be connected to the fire alarm system to specifically activate the notification appliances upon water flow.
  - 5) Fire suppression system activation alarms shall be connected to the protected premises' fire alarm system to specifically activate the notification appliances upon system activation. This includes but is not limited to wet chemical, CO2, clean agent, water mist, and dry chemical systems.
  - 6) Fire control and/or suppression systems' supervisory condition indicators shall be connected to and monitored by the fire alarm system. This specifically includes but is not limited to: valve supervisory switches (tamper switches), low-air indicators, low-water switches, low-temperature switches, fire pump condition indicators and/or any other situation or condition deemed necessary by the AHJ.
  - 7) Fire alarm systems shall be addressable and capable of indicating the status of all specific components at all times connected to the system
  - 8) All fire alarm systems shall be monitored by a UL-listed central monitoring station.

- 9) Fire alarm annunciators shall be installed in all protected premises. The number and locations of the fire alarm annunciators installed shall be acceptable to the AHJ.
  - 10) As determined by the AHJ, any additional notification and/or initiation appliances/devices may be required due to size, occupancy hazards, building construction, and/or occupancy use.
- D. Submittals for fire alarm systems. Submittals for fire alarm systems are intended to provide basic information consistent with the objective of installing a fully operational, code compliant fire alarm system and to provide the basis for the record drawings required by NFPA 72. Conditional approval of a fire alarm system submittal and/or any portion thereof is not intended to imply waiver or modification of any requirements of any code or any other applicable criteria.
- 1) Three sets of each fire alarm submittal shall be submitted to the fire department's authorized reviewing agent for conditional approval. The municipality may retain two copies of each submittal, and one copy will be returned to the installing contractor.
  - 2) All shop drawings/plans shall be drawn on sheets of uniform size to a recognized scale and shall comply with the requirements of the most current legislatively enacted version of NFPA 72 adopted by the State of Wisconsin, and plan submissions must include all required design elements, details, calculations, and specifications set forth in Chapter 7 of that standard.
- E. Inspections, testing and record keeping.
- 1) An authorized representative or agent of the AHJ shall inspect all fire alarm system installations prior to concealment of any wiring or devices. The Fire Department must be notified at least 72 hours prior to any fire alarm component being concealed.
  - 2) An authorized representative or agent of the AHJ shall witness all acceptance tests. The AHJ must be notified a minimum of 72 hours prior to any testing.
  - 3) Two copies of the completed fire alarm system record of completion required by NFPA 72 must be provided to the AHJ prior to final acceptance.
  - 4) Permanent records must be provided in accordance with NFPA 72. This includes completed fire alarm system inspection and testing forms.
- F. Special requirements. On all buildings over four stories in height, a fire command center for Fire Department operations shall be provided. The fire command center shall comply with NFPA 72 and shall contain the features required in the International Fire Code and NFPA 1, 13.7.2.29.
- 1) Two-way telephone communication service shall be provided for fire department use. This system shall be in accordance with NFPA 72. The communications system shall operate between the central control station and every elevator control car, every elevator lobby, and each floor level of exit stairs.
  - 2) The requirements of NFPA 1, 13.7.2.29 shall not apply where the fire department radio system is approved as an equivalent system (NFPA 101, 11.8.3.2).

- 3) If the building components interfere with fire department radio operations, and if it is found within the first six months of the completion of the building, the owner is responsible for the cost of providing upgrades to ensure adequate radio communications throughout the building. The final system upgrade and operation must be approved by the fire chief or his designee.
- G. Maintenance. All devices shall be installed, maintained, and tested in accordance with NFPA 72 standards. If at any point a fire alarm fails to pass the annual test set forth in NFPA 72, the building owner and fire alarm tester/inspector shall notify the AHJ of the test results, and the system shall be repaired or upgraded as required in order to comply with NFPA 72 and this code.
- H. Fire alarm control panels shall display the status of the system components and be installed in a location acceptable to the AHJ. Adequate access for fire department, alarm maintenance and inspection personnel shall be maintained. Fire alarm control panels shall not be located within private dwellings with the exception of one- and two-family dwellings.

#### **§133-15. Automatic fire protection for cooking areas.**

- A. Intent. The intent of this section is to require automatic fire extinguishing systems in vent hoods and duct systems in all cooking areas to effectively extinguish fire at its source and reduce property damage and losses.
- B. Where required. Automatic fire extinguishing systems shall be installed in any cooking area required by the State of Wisconsin codes and in any area in which the AHJ has determined a potential fire risk exists.
- C. Installation requirements.
  - 1) All fire extinguishing systems must be submitted directly to the fire department's authorized reviewing agent for conditional approval. Plans must comply with the requirements of NFPA 17/17A; and plan submissions must include all required design elements, details, calculations, and specifications set forth in the relevant standard.
  - 2) The system shall be provided with automatic fuel shut-off.
  - 3) A class K fire extinguisher shall be installed per NFPA 10.
  - 4) Alarms shall be connected to the fire alarm system per NFPA 72.
  - 5) Cooking equipment used in processes producing smoke or grease-laden vapors shall be equipped with an exhaust system that complies with all the equipment and performance requirements of NFPA 1 and NFPA 96, and all such equipment and performance shall be maintained per NFPA 96 during all periods of operation of the cooking equipment.

#### **§133-16. Miscellaneous construction provisions.**

- A. Addresses and door labeling. Addresses as assigned by the City shall be placed on all structures or property supporting the same as follows:
  - 1) Placement. The address shall be put in place on the structure as soon as reasonably possible during construction at a location acceptable to the AHJ.

- 2) Description of numbers and letters. Numbers and letters shall be of contrasting colors (e.g. black and white) and readable from the road or highway and:
    - a. Arabic numbers shall be used; script and roman numerals cannot be used alone, but may be used as an addition to the requirements of this section.
    - b. All single-family and two-family residential buildings shall have street numbers, not less than four (4) inches tall and placed on the exterior wall of the principal building that faces the street or service drive providing access to the building. All such residential units shall also have street numbers, not less than three and one-half (3 ½) inches tall, placed on their respective mail box. If the building setback is greater than 100 feet from the roadway the address shall be moved no further than 25 feet from the roadway and placed within ten (10) feet of the entrance to the property. Numbers and letters shall be visible from the roadway at all times of the year
    - c. If the mailbox is on a different street from the residence, the street name and house number must be inscribed on the mailbox
  - 3) Multifamily requirements. All multifamily buildings shall have street numbers placed on the exterior of the principal building that faces the street, service drive, or parking lot and located adjacent to the individual entrances to the buildings. In addition, each building shall be identified by a letter or number, not less than 12 inches tall, located near the top of the building. At the entrance of each access drive, there shall be a directory listing of the street numbers and building identifications that are accessible from said street, service drive or parking lot. Suite numbers identifying the individual units must be placed on the primary entrance to each occupancy.
  - 4) Commercial and industrial requirements
    - a. If less than 75 feet in height, shall have street numbers, not less than six (6) inches tall, placed at the exterior wall of the principal building facing the street, service drive or parking lot providing access to that building and located adjacent to any primary entrance door
    - b. If more than 75 feet in height, shall have street numbers, not less than 24 inches tall, located on the exterior wall facing the primary street and main entrance.
    - c. All suite numbers that identify each individual unit shall be placed on the primary entrance to each business or occupancy
    - d. All commercial or industrial structures which have a rear service door shall identify the occupant and the street address conspicuously and on said rear door in contrasting and reflective letters and/or numbers not less than six (6) inches tall, and shall continually maintain same.
- B. Door, floor and stairway identification. Any occupancy having more than five exterior means of egress and/or more than two floors in height shall number the individual egress areas according to this section.



- 1) An identifying number shall be placed on the interior and exterior of each means of egress doorway not less than six inches tall, and in contrasting color and light reflective.
  - 2) Each floor shall have a sign indicating room numbers, with an arrow indicating the direction to these rooms. The location of this sign must be acceptable to the AHJ.
  - 3) Each interior door providing access to an enclosed stairway that is considered part of an accessible means of egress shall be identified with numbers and letters not less than three and one-half (3 ½) inches tall in the following manner:
    - a. Have a sign indicating floor level posted on both sides of the egress door in a location acceptable to the AHJ.
    - b. Have a sign indicating the exterior exit door egress assigned in compliance with Subsection B(1) located on both sides of the egress door in a location acceptable to the AHJ.
  - 4) Identification numbers shall be placed on the exterior windows of all hotels, motels, nursing homes, and multifamily occupancies to identify the room number or address it services. The numbers shall be not less than three and one-half (3 ½) inches tall, light reflective, and in a location acceptable to the AHJ.
- C. Fire Department access roads and fire lanes. Unobstructed fire lanes that are accessible from a public road shall be provided for every building or portion of a building in accordance with Wis. Admin. Code § SPS 362. Fire Department Access Roads shall comply with the requirements of NFPA 1, (18.2 3.1)
- D. Fire hydrants.
- 1) Intent. The intent of this section is to insure adequate water supply for fire-fighting purposes to structures, buildings, and normal premises. For the purposes of placing hydrants, "normal access routes" are defined as pavement, sidewalks, streets, driveways and paths leading to a building that are clear and maintained year round. The normal access route does not include grass, parking stalls, ditches, hills shrubs, flower beds, fences, walls or any other area typically used for ingress or regress to a building.
  - 2) Where required. Any building or structure hereafter erected shall provide, at the owner's expense, approved water hydrants. Fire hydrant location, distribution, and installation shall comply with NFPA 1 (18.5)
    - a. Mobile home parks. Any new mobile home or trailer park or any mobile home or trailer park which expands by adding additional trailers or area to the present court site shall provide an approved water hydrant when any trailer or building located in such park is more than 300 feet from an approved hydrant. Water hydrants shall be provided so that no trailer or building is more than 300 feet from an approved hydrant by normal access routes. Fire extinguishers are required in mobile home parks per Chapter 174 of Franklin municipal ordinances.
    - b. Notwithstanding the above, the need and location of any fire hydrant shall be determined by the AHJ as he/she deems necessary to protect life and property. [Added 7-24-2012 by Ord No 2012-2086]

- 3) Inspection, testing, maintenance and repair
  - a. Private fire service mains and water tanks shall be inspected, tested and maintained in compliance with the requirements established in NFPA 25.
    - (1) Property owner shall immediately advise the fire department and the Water Utility as to hydrants which have been damaged, are inoperable, or have been found deficient in required fire flow.
    - (2) All inoperable hydrants shall be repaired as soon as is practically possible or within a reasonable time frame as determined by the AHJ.
    - (3) All records of inspections shall be maintained on site and made available to the AHJ upon request
  - b. Hydrants must be accessible at all times. Prohibited obstructions may include but are not limited to snow, parked vehicles, materials, equipment, storage and refuse. No obstruction shall be within a four-foot radius of the hydrant.

E. Access box system requirements.

- 1) An access box system has been adopted for use by this fire department. The following structures shall be equipped with an access box at or near the main entrance or such location as required by the AHJ:
  - a. Commercial or industrial structures protected by an automatic alarm system or automatic fire suppression system, or such structures that are secured in a way that restricts access during an emergency
  - b. Multifamily residential structures that have restricted access through locked doors and have a common corridor for access to the living units.
  - c. Nursing homes, community-based residential facilities (CBRFs), child day-cares and other health facilities.
  - d. All educational occupancies.
  - e. The AHJ shall have the authority to require any structure to install and maintain an access box.
  - f. Exception: Any building or site that has twenty-four hour, seven-day-a-week security guard service or any occupancy that remains open 24 hours a day, seven days a week, does not require an access box, unless required by the AHJ.
- 2) All newly constructed structures subject to this section shall have the access box installed and operational prior to the issuance of an occupancy permit. All structures in existence on the effective date of this section and that are subject to this section shall have one year from the date of being ordered by the AHJ to have an access box installed to complete installation
- 3) The owner or agent of a structure required to have an access box shall keep the following inside the box:
  - a. Keys to locked points of ingress and egress whether on the interior or exterior

- b. The keys to locked mechanical equipment, electrical and elevator control rooms, fire alarm and/or sprinkler riser rooms
- c. The keys needed to open any alarm panels
- d. Floor plans or maps as required by the AHJ
- e. The keys to other areas as directed by the AHJ.
- f. Number of keys required: [Added 7-24-2012 by Ord No 2012-2086]
  - (1) Occupancies smaller less than 10,000 square feet shall provide a minimum of two master keys
  - (2) Occupancies of at least 10,000 square feet but less than 50,000 square feet shall provide a minimum of three master keys.
  - (3) Occupancies of 50,000 square feet or more and/or those occupancies with special hazards shall provide a minimum of four master keys.
  - (4) The access box shall be installed at the owner's expense.
  - (5) The size and type of access box must be acceptable to by the AHJ.
  - (6) If the locks to the building are changed, the AHJ must be notified and new keys placed in the access box within 24 hours
- F. Occupancy inspection The fire department shall conduct inspections of public buildings and places of employment prior to the issuance of local occupancy permits A record of the inspection shall be retained by the fire department
- G. Building plan review. The fire department shall conduct plan reviews and issue approvals of fire-safety related elements prior to construction of any public buildings or places of employment.
- H. Fire pump rooms. [Added 7-24-2012 by Ord No 22012-2086]
  - 1) All fire pump rooms at grade level shall have a minimum of one single door access and egress directly to the outside of the structure
  - 2) All egress doors shall swing out from the fire pump.
  - 3) A clear aisle of a minimum of 48 inches in width shall be provided for access to the fire pump which shall be totally accessible and have clearly labeled valves and controls capable of manipulation in full personal protective equipment (PPE), including self-contained breathing apparatus (SCBA)
  - 4) Keys for all doors to the fire pump room must be labeled and in the access box

### **§133-17. Miscellaneous use provisions.**

- A. Fire-damaged buildings (securing) All dwelling and buildings within the municipality damaged from fire shall be secured within 24 hours of release of the property by the AHJ. The owner of the damaged property shall assume the liability for the protection of the public until the property is secured
- B. Fireworks.
  - 1) Sales. Except as provided in §167.10(2) and (4), Wis Stats , no person shall sell or possess with the intent to sell fireworks
  - 2) Possession. No person shall possess, manufacture, use, display, discharge or sell any fireworks without a permit

- 3) Use. Except as provided in §167.10(3), Wis Stats , no person shall possess or use fireworks without a user's permit issued pursuant to Subsection C(4) below.
- 4) User permit.
  - a. As provided in §167.10(3), Wis Stats , fireworks user's permits may be issued for festivals or celebrations after proper application to the municipality.
  - b. The AHJ shall require certificate of liability insurance or similar proof of coverage on an amount deemed appropriate.
  - c. Fireworks displays shall be required to be conducted in accordance with the conditions and requirements set forth in NFPA 1123, *Code for Fireworks Displays*.
  - d. Permits to display or discharge fireworks shall be issued as follows:
    - (1) An application for a permit may be obtained at the Fire Department.
    - (2) Applications shall be submitted not less than seven days prior to the date of such display
    - (3) No accumulating or purchase of fireworks shall be allowed prior to the issuance of the permit.
    - (4) After review of the application and inspection of the site, a permit shall be issued or denied at the discretion of the AHJ upon due consideration of the provisions of this chapter and the promotion of public safety and security of adjoining property.
    - (5) The AHJ reserves the right to reinspect the display and landing sites at any time to ensure public safety
    - (6) NFPA 1123 and 1124 will be used as a guide for these inspections.
    - (7) The cost of such permits shall be as set forth under §133-21 of this code.
    - (8) All persons applying for a permit must also submit proof of liability insurance in the amount of \$1,000,000 and a copy of any contract with companies which will be responsible in whole or part for the fireworks, storage, or display
    - (9) All display companies and personnel who are paid to set off fireworks within the city shall return to the area of fireworks display within 18 hours of the display and during daytime hours to carefully search for and dispose of unexploded fireworks
    - (10) The Franklin Police and/or Fire Department personnel are authorized to enlarge the area required to be searched by the display companies and their personnel
- 5) No permits. Permits will not be issued to sell or manufacture fireworks.
- 6) Use of caps and sparklers. No unlicensed person may use fireworks, caps, or sparklers in a municipal park or at a fireworks display for which a permit has been issued if the display is open to the public

- 7) Pyrotechnics Pyrotechnics are prohibited in public buildings and places of employment unless authorized by the AHJ and shall be used in accordance with NFPA 1123.
  - 8) The fire chief and/or his or her designee may disallow the display of fireworks due to local circumstances, such as extremely dry conditions or other unforeseen circumstances.
  - 9) Sky lanterns. The use of free-floating sky lanterns and similar devices utilizing an open flame shall be prohibited
- C. High-piled combustible storage. High-piled and rack storage of combustible commodities shall comply with any and all applicable DSPS and IBC codes and standards and the conditions and requirements of Chapter 32 of the International Fire Code (2015), which is herein adopted by reference in this code
- D. Outdoor burning.
- 1) Restricted Burning (permit required) Outdoor burning of any kind may be restricted upon issuance of a burning ban order by the AHJ for environmental conditions such as prolonged dry periods, or for other reasons at the discretion of the AHJ.
    - a. Open Burning. There shall be no open burning of any combustible waste material except as allowed by permit and subject to the following regulations.
      - (1) A Franklin Burning Permit must be obtained from the Office of the City Clerk (9229 W Loomis Rd ) by the listed property owner prior to ignition (Permits shall only be issued to owners of one- and two- family residential properties).
      - (2) Wind velocity shall not exceed nine miles per hour
      - (3) Contents of the pile may contain only dry leaves, brush, and other dry plant material
      - (4) Burning of construction or packaging materials is prohibited.
      - (5) The size of the burn pile shall not exceed four feet in width or three feet in height.
      - (6) Open burning shall be constantly supervised by a competent person, at least 16 years old, until the fire is extinguished.
      - (7) The pile to be burned shall be a minimum of 50 feet from buildings and 25 feet from any public roadways
      - (8) If smoke travels in such a manner as to cause a nuisance to neighbors, or obscure any public roadway, the fire shall be required to be extinguished
      - (9) Open burning shall only be permitted from 7 00 a m to ½ hour after sunset.
      - (10) Open burning shall be permitted from April 1 to June 15 and October 15 to November 30
      - (11) Flammable or combustible liquids shall not be used to ignite or accelerate the fire at any point

(12) A garden hose or other means of extinguishment must be present and readily accessible at all times

b. Bonfires. Bonfires may be conducted for public ceremonies, celebrations, and special events; only with a permit approved by the fire department, and subject to the following conditions and requirements:

- (1) An application shall be obtained from and submitted to the fire department no less than seven days prior to the date of the event.
- (2) The cost of such permit shall be as set forth under §133-21 of this code. (Fees shall be refunded if a bonfire permit application is denied by the AHJ)
- (3) After review of the application and inspection of the site, a permit shall be issued or denied at the discretion of the AHJ upon due consideration of the provisions of this chapter and the promotion of public safety and the security of adjoining property.
- (4) No accumulating of items to burn in the bonfire shall be allowed prior to the issuance of the permit
- (5) The AHJ reserves the right to re-inspect the bonfire site at any time to ensure public safety
- (6) Fire shall be no larger than 10 feet in diameter or 10 feet tall.
- (7) The fire area shall be protected by a fire ring or in some other fashion acceptable to the AHJ to prevent fire spread or a fire hazard
- (8) Fires shall contain only wood, other building products are prohibited
- (9) Fires shall not be started or accelerated using flammable liquids.
- (10) Fires must be attended at all times by a competent person of at least 18 years of age who has obtained the permission of the property owner.
- (11) The fire must be at least 50 feet from all structures, roadways and lot lines.
- (12) If smoke travels in such a manner that it obscures roadways, the AHJ reserves the right to require that the fire be extinguished.
- (13) A garden hose or other means of extinguishment must be present and readily accessible at all times

c. Prescribed burns. Prescribed burns may be conducted in order to control invasive weeds, grasses, and brush for the purpose of restoring native prairie plant species and improving wildlife habitat, with the following conditions and restrictions

- (1) Prescribed burns shall be conducted only by a professional environmental consulting or engineering firm demonstrating

adequate proof of insurance, and with the approval of the fire chief.

- (2) Prescribed burn requests shall be evaluated and approved or denied on a case-by-case basis at the sole discretion of the fire chief, after consideration of geographic location, present conditions, and potential impact on adjoining properties, structures, and roadways

2) Permissible burning (permit not required)

a. Grills

- (1) For other than one- and two- family dwellings, no hibachi, grill, or similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3m) of any structure.
- (2) For other than one- and two- family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.
- (3) Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.
- (4) Electric grills shall be permitted to be used and stored on balconies, provided that they are UL-listed and intended for outdoor use; and provided they are left uncovered so as to be readily identified as meeting the requirements of this code

b. Recreational fires:

- (1) Portable fire pits shall not be used or kindled on any combustible surface, balcony, or under any overhanging portion; or within 25 feet of any structure unless contained in an approved manner.
- (2) Total fire area shall not exceed three feet in diameter and two feet in height.
- (3) Only dry firewood may be burned, burning of yard waste, construction materials, or other refuse is prohibited.
- (4) Recreational fires shall be attended at all times by a competent person at least 16 years old, who has obtained the permission of the property owner
- (5) Flammable or combustible liquids shall not be used to ignite the fire.
- (6) Smoke shall not be a nuisance to neighbors or public roads

E. Possession of ignition devices.

1) Defined.

a. "Ignition device," for the purpose of this section shall be defined as:

- (1) Matches.
- (2) Lighters.

(3) Any other materials when used for the purpose of ignition.

b. Minor: any child under 18 years of age

- 2) Possession prohibited. No minor may possess any ignition device, unless under the direct supervision of, or with direct permission of, a parent or legal guardian.
- 3) Delivery prohibited. No person may sell, give, deliver or make accessible any ignition device to a minor without the permission of the minor's parent or legal guardian.
- 4) Confiscation. Any ignition device possessed by a minor may be confiscated by any peace officer, fire chief or authorized designee of the fire chief. Once confiscated, these ignition devices shall become the property of the confiscating authority and shall be processed accordingly as evidence in the commission of a crime or made inoperable and disposed of properly.
- 5) Penalty.

a. Any person who shall violate any of the provisions of this subsection shall, for each and every violation, be punishable by forfeiture, plus any costs or surcharges as required by law.

b. In addition to any other penalties provided for in this code, the judge of any court of any competent jurisdiction may order any person found guilty of violating this ordinance to any educational program as the court deems appropriate and include as part of the penalty therein that such person pay the costs of such educational program.

F. Christmas tree sales. For the purpose of this subsection, the following minimum standards shall apply to the storage, handling, and display of live Christmas trees and foliage:

- 1) Trees and foliage shall be stacked not closer than 10 feet to any gasoline pump or other device for the transfer of petroleum products.
- 2) Aisles or clear spaces of not less than three feet shall be maintained at all times.
- 3) A fire extinguisher with a 2A-10BC rating or greater shall be provided by the merchant for each 75 feet of travel display and/or storage area.
- 4) All storage and sales of live Christmas trees and foliage shall be held outside of buildings.
- 5) It shall be unlawful to light a match or any flame-producing device or to smoke or carry a lighted cigar, cigarette, or pipe in areas where live Christmas trees or foliage is displayed, sold, or stored. The person in charge of the Christmas tree sales shall post a "NO SMOKING" sign in locations designed to give persons entering the area notice of this regulation.

G. Blasting.

- 1) Permit required. All persons or entities who perform blasting in the city shall obtain the proper permit prior to storage or use of blasting agents or explosives. Application for a permit may be obtained at the fire department. Applications shall be submitted not less than seven days prior to the date of such blasting project. No accumulation of blasting agents or explosives shall be allowed prior to the issuance of the permit. After review of the application and inspection of the



site, a permit shall be issued or denied at the discretion of the AHJ upon due consideration of the provisions of this chapter, promotion of public safety and security of adjoining property. The AHJ reserves the right to reinspect the project site at any time to ensure public safety. The cost of such permit shall be as provided in §133-21 of this code

- 2) Exemptions. Persons or entities engaged in the active operation of quarrying activities, as a legal, nonconforming, permissive or special use of land, prior to the effective date of this chapter, shall be exempt from the permit requirement hereunder.

H. Carbon-monoxide (CO) detectors. [Added 7-24-2012 by Ord No 2012-2086]

- 1) Intent. The intent of this section is to decrease the leading cause of poisoning deaths in the United States by requiring the installation and maintenance of carbon monoxide (CO) detectors
- 2) Installation required. Installation shall be required, installed, tested and maintained as set forth in §101.149 Wis Stats

I. Smoke Alarms [Added 7-24-2012 by Ord. No. 2012-2086]

- 1) Installation required. A “ten year” smoke alarm with a sealed battery or smoke alarms hardwired to the structure’s electrical power with a battery backup and interconnected with each other shall be installed in all multi-family and mixed use occupancies not later than January 1, 2013. Smoke alarms must be installed in all bedrooms, in the common hallway outside of the bedrooms and/or at the head of all stairways and/or in locations required by the AHJ
- 2) Testing and maintenance.
  - a. The owners of multifamily occupancies are responsible for monthly testing and documentation of the same for all smoke alarms not located within tenant areas
  - b. The owner and/or occupant of mixed-use occupancies are responsible for monthly testing and documentation of the same for all smoke alarms located within areas they occupy
- 3) Once notified of a missing or defective smoke alarm, the owner of a multifamily occupancy shall repair or replace the smoke alarm within five days

J. Outdoor, ordinary combustibles-fired or fuel furnaces. An outdoor wood-fired furnace shall not be installed or used within the City [Added 7-24-2012 by Ord No. 2012-2086]

**§133-18. Flammable, combustible, and hazardous materials.**

A. The following items shall not be stored in any multifamily dwelling in the community:

- 1) Charcoal, except in a metal container equipped with a metal cover.
- 2) Oily rags or oily dust mops.
- 3) Flammable liquids.
- 4) Bottle gases. propane, acetylene, oxygen or other substances of similar nature.
- 5) Gasoline motors and gasoline power equipment
- 6) Dangerous or hazardous amounts of flammable, combustible or explosive material as determined by the AHJ

- 7) Dangerous accumulations of rubbish, waste paper, boxes, shavings, or other highly flammable materials as determined by the AHJ.
- 8) Dangerous accumulations of dust or waste materials in air conditioning systems.
- B. Flammable, combustible and hazardous materials shall be identified in accordance with NFPA 704.

**§133-19. Special inspections required.**

- A. At the adoption of this code all CBRFs adult family homes, adult day-cares and child day-care centers (group) will be inspected not less than once a year by the Fire Department. A courtesy fire inspection is recommended for all family child day-cares

**§133-20. Fire inspection fees. [Amended 2-21-2006 by Ord. No. 2006-1873]**

- A. A fire inspection fee shall be charged to the property owner and/or property occupant, jointly and severally, and respectively for each part or portion of a building, structure or premises subject to a separate zoning compliance permit and/or a separate occupancy permit requirement, including for each return or repeat inspection of each building, structure, and premises or part or portion thereof [Amended 2-6-2007 by Ord No. 2007-1907]
- B. The annual fee shall constitute a special charge against the property inspected and shall be entered upon the tax roll as a charge against the property unless previously paid, and all proceedings in relation to the collection, return, and sale of the property for delinquent real estate taxes shall apply to the collection of any unpaid inspection fees.
- C. The fee for the required fire inspections shall be charged to and paid by the owners of multifamily residential property, mixed use property, commercial property, industrial property, health-care-facility property, schools, churches and other places of worship, child day-care centers, rooming houses, community-based residential facility property, adult- family-home property, adult- day- care facility property, nursing home property and assisted living property. Inspection fees to be charged and paid under this section shall be in the amount of \$20 for an inspection which does not exceed 20 minutes in duration; \$30 for an inspection which does not exceed 40 minutes in duration; \$40 for each inspection which does not exceed 60 minutes in duration, and \$40 pro rata for each portion of an inspection hour in addition to and immediately following an initial hour of inspection. Total inspection fees charged to any single property or facility shall not exceed \$500 in a calendar year.
- D. Should reinspections be necessary for any purpose, the base fee for all reinspections shall be \$75 for any portion of an hour, however this fee shall be waived if all conditions and violations have been corrected and the building and/or space is in full compliance with the requirements of this code.

**§133-21. Fees.**

- A. Fees shall be established for permits shall be payable to the municipality--Fees are subject to change.
- B. Permit fees. The fees established in Table 133-21A apply to permits required by this code.

**Table 133-21A**

Permit	Fee
Bonfires	\$50 per fire
Open Burning	\$15 per year
Blasting	\$100 per project
Fireworks	\$50 per event
High-piled storage	\$300 per permit*
Addition, alteration, or removal of 1-20 sprinkler heads or alarm components <u>to an existing system</u>	\$50 per project
Installation of any fire protection system; including fire sprinkler, fire alarm, wet chemical, clean agent, water mist, or other	\$100 per project; in addition to any plan review and inspection fees charged by authorized third party contracted plan review consultant.

**§133-22. Violations and penalties.**

- A. Any person who violates any of the provisions of this code, or who fails to comply with any order made hereunder, or who builds in violation of any detailed statement of specifications or plans submitted and conditionally approved hereunder, or any certificate or permit herein from which no such appeal has been taken, or who fails to comply with such an order as affirmed or modified by a court of competent jurisdiction within the time fixed herein, shall for each and every violation and noncompliance be subject to the following
- B. Imposition by forfeiture of no more than \$500 per day by the Municipal Court
- C. Imposition of a penalty for each such violation shall not excuse the violation or permit it to continue, and such violations or defects shall be corrected or remedied within the time stated in the order. Each and every day that a violation of this code occurs constitutes a separate offense.
- D. False alarms. If the fire Department responds to three or more false alarms in one calendar year, the Fire Department may.
  - 1) Fine the building owner or occupant the amount as per City of Franklin § 76-7 to reimburse the Fire Department for the cost of equipment and personnel that was used to respond to the alarm.
  - 2) Require that the fire alarm be serviced, upgraded, or replaced to bring the alarm system into compliance with current code in order to prevent future false alarms
- E. Any contractor that begins installation and/or alteration of any system regulated by this code prior to obtaining the required permit will be charged a triple fee

**§133-23. Appeals.**

- A. Whenever the AHJ shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provision of this Code do not apply or that the true intent and meaning of this Code has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the AHJ.

- B. Appeals shall be submitted, in writing, to the Chief of the Fire Department for a review of the initial determination within 30 days from the date of the decision of the AHJ
- C. All appeals shall follow Wisconsin Statute Chapter 68, Municipal Administrative Procedure.
- D. Whenever the Fire Official shall disapprove an application or refuse to grant a license or permit applied for, or when it is claimed that the provisions of this chapter do not apply or the true intent and meaning of this section have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Official to the Board of Zoning and Building.

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

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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

ATTEST:

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

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

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<b>APPROVAL</b> <i>lu</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>11/05/2019</b>
<b>Reports and Recommendations</b>	Motion from the Director of Health and Human Services to authorize proper officials for the City of Franklin to sign the addendum to the 2019-2022 contract to administer the retail food and recreation programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection.	<b>ITEM NUMBER</b> <i>G. 7.</i>

**Background:** Beginning November 1, 2019 a change has been implemented to the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) State Agent Contract regarding the licensing of multijurisdictional temporary and mobile restaurants. Any licensing and fee collection for these operators moving forward will be the responsibility of the Agent or Department where the business operation is located. The Franklin Health Department (FHD) has been an Agent for DATCP since 2007 allowing for local, timely, and thorough inspection and licensing of all brick and mortar restaurants, hotels, motels, and public pools as well as the local, Franklin only, temporary/mobile restaurants.

**Analysis:** Prior to November 1, 2019, the Wisconsin Division of Health Services (DHS) and DATCP were responsible for the licensing of multijurisdictional mobile and temporary restaurants. FHD could only collect license fees for those temporary or mobile businesses that operated solely in Franklin. This change will allow more consistency among all mobile and temporary vendors and allow better working relationships with the local health department.

**Options:**

1. Authorize the signatures to execute the addendum to the current State Agent contract.
2. Decline the proposed addendum
3. Table or postpone contract execution pending review by the city attorney.

**Recommendation:** The Director of Health and Human Services recommends authorization to execute the addendum to the 2019-2022 State Agent Contract with the Wisconsin DATCP.

**Fiscal Note:** This was an anticipated change at the State level and will result in additional time for the FHD staff to complete all licensing as outlined in the new contract. FHD will in turn collect additional revenue from the fees of these vendors which previously paid license fees only to the State. The additional revenue will help offset the increase in staff time to complete the licensing process each year. An additional 0.5 FTE was also requested in the 2020 Franklin Health Department budget to help with the anticipated changes.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion authorizing proper officials for the City of Franklin to sign the addendum to the 2019-2022 contract to administer the retail food and recreational programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

Health Department: CD

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

**July 1, 2019 – June 30, 2022**

**Agent Jurisdiction: City of Franklin Health Department**

The following paragraph has been deleted from Section II

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

The following paragraphs have been added to Section II.

- H The Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the Department or other Agent jurisdictions for a mobile retail food establishment serving meals (mobile restaurants) The following shall also apply
- 1 The mobile retail food establishment license and service base license shall be issued by the jurisdiction where the service base is located or the address where the mobile unit is stored, if a service base variance is granted by the Department, or as specified in sub 2.
  - 2 The Agent or the Department issuing the retail mobile service base license may allow another jurisdiction to issue the retail mobile license, if the mobile retail food establishment operates solely outside the jurisdiction where the mobile service base is located
  3. Enforcement activities for all operations of the mobile retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State Inspection reports generated by other jurisdictions may be used to support enforcement activities
  4. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection



- 5 An inspection fee may be charged by any Agent program conducting an inspection on a mobile unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.
  6. Current out-of-state mobile retail food establishments shall continue to maintain a Department-issued license unless the Department determines that the license should be held by another jurisdiction.
- I An Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the Department or other Agent jurisdictions for a temporary retail food establishment. The following shall also apply:
- 1 The temporary retail food establishment license shall be issued in the jurisdiction in which the operator is located or the temporary event occurs.
  - 2 Enforcement activities for all operations of the temporary retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.
  - 3 The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall a temporary closure order at time of inspection.
  - 4 An inspection fee may be charged by any Agent program conducting an inspection on a temporary retail food establishment licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.
  5. Current out-of-state temporary retail food establishments shall continue to maintain a Department-issued license unless the Department determines that the license should be held by another jurisdiction.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For **City of Franklin Health Department**

Signature \_\_\_\_\_

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

For the Department of Agriculture, Trade and Consumer Protection

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

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: \_\_\_\_\_

Original  
Signed  
Copy  


**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) (c)
- 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 § ATCP 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 ATCP 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 ATCP 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 § ATCP 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. ATCP 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 ATP 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. ATP 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 § ATP 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 § ATP 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 § ATCP 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 § ATCP 1 03 (3), including the information required in Wis Admin. Code § ATCP 1 06. The Department shall hold a hearing, if requested by Agent, within 15 days after the Department receives the request, unless the Agent agrees to a different date.
- J Notwithstanding these provisions, the Department may exercise its right to immediately suspend a contract, pursuant to Wis Admin. Code § ATCP 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, lay off 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. ATCP 74, or the terms and conditions of this Contract, the Department may revoke Agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have Agent status.
- C SUSPENSION** If the Department finds that suspension of this Contract is necessary to protect the public's health or safety, the Department may immediately suspend this Contract upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § 1.03 (3), including the information required in Wis. Admin. Code § ATCP 1.06. The Department shall hold a hearing, if requested by Agent, within 15 days after the Department receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.

D Reimbursement upon Termination or Revocation

- 1 Vending If this Contract is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines and vending machine commissaries performed under the Contract up to and including the date of termination or revocation
- 2 Other Licenses If this Contract is terminated or revoked, the Agent shall reimburse the Department for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent The reimbursement shall be based on this formula Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed

E Upon termination or revocation of this Contract, the Agent shall transfer all inspection and enforcement records to the Department

Signed this 6<sup>th</sup> day of March, 2019.

For City of Franklin

Courtney Day

Signature

Courtney Day Director of Health & Human Services  
Print Name and Title

CITY OF FRANKLIN

BY

Stephen R. Olson  
Stephen R. Olson, Mayor

Dated

3/8/19

ATTEST

BY

Sandra L. Wesolowski  
Sandra L. Wesolowski, City Clerk

Dated

3/08/2019

BY

Paul Rotzenberg  
Paul Rotzenberg, Director of  
Finance and Treasurer

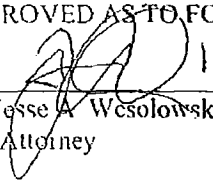
Dated

3/8/2019



APPROVED AS TO FORM

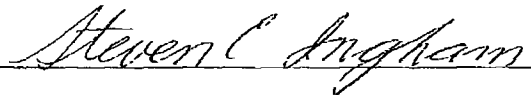
BY

  
Jesse A. Wesolowski, City  
Attorney

Dated 3/9/19

Signed this 18th day of March, 2019

For the Department of Agriculture, Trade and Consumer Protection

  
Steven C. Ingham

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

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>11/05/2019</b>
<b>Reports and Recommendations</b>	Motion to allow the Director of Health and Human Services to accept the 2020 Consolidated Contract Grants for the following programs: Childhood Immunizations, Maternal Child Health, Lead, Communicable Disease, Emergency Preparedness, and Preventive Health Services	<b>ITEM NUMBER</b> <b>G. 8.</b>

**Background:** The Wisconsin Division of Health Services awards annual block grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the following programs for 2020:

- Childhood Immunizations (\$6,598)
- Maternal and Child Health (\$7,188)
- Childhood Lead Poisoning Prevention (\$1,197)
- Communicable Disease (\$4,100)
- Public Health Emergency Preparedness (\$39,352)
- Communities Readiness Initiative (\$9,484)
- Preventive Health Services (\$4,379)

These grants assist the FHD in offering additional programming and services to residents based upon annual analysis and assessment of community needs in addition to the services required of us by State and Municipal codes.

**Analysis:** In 2019, these funds allowed annual events like the Bike Rodeo, Community 5K, and Kids Club Vegetable Garden which promote health and safety to continue in the community with health messaging reaching over 800 residents. The funds also allow FHD the opportunity to offer continuous community services such as car seat installation, sharps collection, breast feeding support, adult speaker series events, and a variety of childhood growth and developmental screening opportunities to those that live and work in Franklin. Preparedness funds assist FHD in planning for natural and public health disasters at the Community level and allow for training of city staff and volunteers to handle such emergencies.

**Options:**

1. Allow the Director of Health and Human Services to accept the 2020 Consolidated Grant awards for the Franklin Health Department.
2. Decline the acceptance of 2020 Consolidated Grant awards.

**Recommendation:** The Director of Health and Human Services recommends approval to accept the Consolidated Contract Grants for 2020 awarded to the Franklin Health Department

**Fiscal Note:** Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to allow the acceptance of the 2020 Consolidated Contract Grants for the following programs: Childhood Immunizations, Maternal Child Health, Lead, Communicable Disease, Emergency Preparedness, and Preventive Health Services.

Health Department CD



Wisconsin  
Department of Health Services

TIMELINE FOR THE CY 2020 CONSOLIDATED CONTRACT PROCESS

<u>Activity:</u>	<u>Date:</u>
<ul style="list-style-type: none"><li>Estimated program funding amounts due to Bureau of Operations</li></ul>	May 17, 2019
<ul style="list-style-type: none"><li>Letter to Local Health Departments from Charles Warzecha, DPH Deputy Administrator</li></ul>	July 17, 2019
<ul style="list-style-type: none"><li>Identify fiscal agent for other LHDs (related to funds transfers)</li></ul>	July 31, 2019
<ul style="list-style-type: none"><li>LHD decisions on "Right of First Refusal" of funds (Note: Programs can consult with Regional Office Directors for historical information.)</li></ul>	July 31, 2019
<ul style="list-style-type: none"><li>Program Template Objectives, Boundary Statements, and Quality Criteria due to Bureau of Operations</li></ul>	July 15, 2019
<ul style="list-style-type: none"><li>LHD levels/mergers confirmed for 2020 contract year and Consolidated Grid responses due from programs</li></ul>	July 22, 2019
<ul style="list-style-type: none"><li>Begin posting contracting process information on the web</li></ul>	August 23, 2019
<ul style="list-style-type: none"><li>All pre-packets to Bureau of Operations for CARS approval</li></ul>	August 30, 2019
<ul style="list-style-type: none"><li><i>* All funding going out as a part of the DPH Consolidated Contract will require a Scope of Work (SOW), if program objectives are not negotiated in GAC</i></li></ul>	
<ul style="list-style-type: none"><li>Most program allocations entered into GAC; LHDs begin entering 2020 objectives into GAC and negotiating objectives with contract monitors</li></ul>	September 27, 2019
<ul style="list-style-type: none"><li>DPH and LHD negotiations should be completed</li></ul>	November 15, 2019
<ul style="list-style-type: none"><li>Bureau of Operations sends electronic contract packages to BPC for DocuSign processing</li></ul>	December 16, 2019
<ul style="list-style-type: none"><li>Local agencies complete DocuSign signature process</li></ul>	No later than March 8, 2020
<ul style="list-style-type: none"><li>CARS Payments Begin (reimbursement report for January expenses due approx. 3/8/20)</li></ul>	April 6, 2020

*\* Note All Tribal funding will be distributed by the DHS Tribal Affairs Office according to their consolidated contracting procedures*

Revised August 7, 2019



Contract Programs										
Contract #	43570		Agency	Franklin		Contract Year	2020			
<a href="#">Back to General Contract Information</a>			<a href="#">Expenditures/Program Match</a>							
Program	Funding Period	Available Funds For Objective	Remaining Funds For Objective	Contract Objective Totals	Contract Statement Of Work Totals	Agency Funds	Match Amounts Required Reported	Go To	Select For Locking	Action
Childhood Lead - Con	01/01/2020 to 12/31/2020	\$1,197	\$0	\$1,197			<div>\$0</div> <div>\$0</div>	<a href="#">Objectives List</a> <a href="#">Statement Of Works List</a> <a href="#">Profile/Consortium Sign-off</a> <a href="#">Program Contacts</a>		<div>Email</div>
Immunization	01/01/2020 to 12/31/2020	\$6,598	\$0	\$6,598			<div>\$0</div> <div>\$0</div>	<a href="#">Objectives List</a> <a href="#">Statement Of Works List</a> <a href="#">Profile/Consortium Sign-off</a> <a href="#">Program Contacts</a>		<div>Email</div>
MCH	01/01/2020 to 12/31/2020	\$7,188	\$0	\$7,188			<div>\$5,391</div> <div>\$0</div>	<a href="#">Objectives List</a> <a href="#">Statement Of Works List</a> <a href="#">Profile/Consortium Sign-off</a> <a href="#">Program Contacts</a>		<div>Email</div>
Totals		\$14,983	\$0	\$14,983						

Cancel/Refresh

### CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement

Agency #	Agency Name	Agency Type	CARS Contract Start Date	CARS Contract End Date	Program Total Contract
472787	FRANKLIN HD	060	See below	See below	\$52,936

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV	7/1/2019- 6/30/2020	-	\$4,100	\$4,100	N/A
155015	BIOT FOCUS A PLANNING	7/1/2019- 6/30/2020	-	\$39,352	\$39,352	N/A
155190	BIOT PREPARE - CRI	7/1/2019- 6/30/2020	-	\$9,484	\$9,484	N/A
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
					\$52,936	



**2018-2020 Preventive Health and Health Services (PHHS)  
Allocation Spreadsheet**

<b>LOCAL HEALTH DEPARTMENTS</b>				
<b>Agency Name</b>	<b>Agency Number</b>	<b>Agency Type</b>	<b>Base Allocation</b>	<b>DPH Contract Monitor</b>
Adams County	1	X30	\$5,708	<u>Joe Larson</u>
Appleton City	449983	X60	\$6,648	<u>Janet Kazmierczak</u>
Ashland County	2	X30	\$6,223	<u>Jim Lawrence</u>
Barron County	3	X30	\$6,686	<u>Christa Cupp</u>
Bayfield County	4	X30	\$5,249	<u>Jim Lawrence</u>
Brown County	5	X30	\$17,736	<u>Janet Kazmierczak</u>
Buffalo County	6	X30	\$4,505	<u>Joe Larson</u>
Burnett County	7	X30	\$5,130	<u>Christa Cupp</u>
Calumet County	8	X30	\$4,650	<u>Janet Kazmierczak</u>
Chippewa County	9	X30	\$8,487	<u>Timothy Ringhand</u>
Clark County	10	X30	\$6,413	<u>Timothy Ringhand</u>
Columbia County	11	X30	\$7,056	<u>Sheri Siemers</u>
Crawford County	12	X30	\$4,587	<u>Joe Larson</u>
Cudahy	472761	X60	\$6,402	<u>Curtis Marshall</u>
DePere	472779	X60	\$4,304	<u>Janet Kazmierczak</u>
Dodge County	14	X30	\$8,545	<u>Sheri Siemers</u>
Door County	15	X30	\$5,441	<u>Janet Kazmierczak</u>
Douglas County	16	X30	\$6,946	<u>Christa Cupp</u>
Dunn County	17	X30	\$7,210	<u>Christa Cupp</u>
Eau Claire	256321	X60	\$10,920	<u>Joe Larson</u>
Florence County	19	X30	\$4,457	<u>Jim Lawrence</u>
Fond du Lac	20	X30	\$10,004	<u>Janet Kazmierczak</u>
Forest County	21	X30	\$4,906	<u>Jim Lawrence</u>
Franklin	472787	X60	\$4,379	<u>Deborah Heim</u>
Grant County	22	X30	\$7,214	<u>Christina Beach-Baumgartner</u>
Green County	23	X30	\$5,449	<u>Christina Beach-Baumgartner</u>
Green Lake County	27	X30	\$4,730	<u>Janet Kazmierczak</u>
Greendale	703090	X60	\$3,819	<u>Curtis Marshall</u>
Greenfield	472803	X60	\$5,868	<u>Curtis Marshall</u>
Hales Corners	472811	X60	\$2,728	<u>Curtis Marshall</u>
Iowa County	25	X30	\$5,034	<u>Christina Beach-Baumgartner</u>
Iron County	26	X30	\$4,610	<u>Jim Lawrence</u>
Jackson County	27	X30	\$5,243	<u>Joe Larson</u>
Jefferson County	28	X30	\$7,152	<u>Sheri Siemers</u>
Juneau County	29	X30	\$5,866	<u>Joe Larson</u>
Kenosha County	30	X30	\$14,450	<u>Deborah Heim</u>
Kewaunee County	31	X30	\$4,238	<u>Janet Kazmierczak</u>
LaCrosse County	32	X30	\$11,256	<u>Timothy Ringhand</u>
Lafayette County	33	X30	\$4,743	<u>Christina Beach-Baumgartner</u>
Langlade County	34	X30	\$5,578	<u>Jim Lawrence</u>
Lincoln County	35	X30	\$6,177	<u>Jim Lawrence</u>
Madison	256099	X60	\$33,928	<u>Christina Beach-Baumgartner</u>
Manitowoc County	36	X30	\$8,006	<u>Janet Kazmierczak</u>
Marathon County	37	X30	\$12,467	<u>Jim Lawrence</u>
Marquette County	38	X30	\$6,884	<u>Janet Kazmierczak</u>
Marquette County	39	X30	\$5,085	<u>Janet Kazmierczak</u>

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE NOV 5, 2019
REPORTS & RECOMMENDATIONS	ELECTRIC SERVICE FOR THE PLEASANT VIEW PARK PAVILION (4901 W. EVERGREEN STREET) FOR \$7,303.68	ITEM NO. <i>G.9.</i>

### **BACKGROUND**

Construction on the Pleasant View Pavilion is progressing. The pavilion needs electric service.

### **ANALYSIS**

The attached WE Energies work order must be signed to authorize the installation of service. If the signed order and a check is not delivered before December 1, 2019, additional winter charges will be required.

The cost of this work was unknown in design because of new homes being built to the west on W. Evergreen Street. The development and location of homes had an impact on the length of facilities needed.

Funding is tight and Staff is proposing that some anticipated repairs to Ken Wendt Park that were not completed in 2019 be re-appropriated to this request. The Ken Wendt repairs have been included in the 2020 budget.

### **OPTIONS**

- A. Authorize staff to order electric service, or
- B. Provide further direction to staff

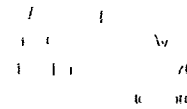
### **FISCAL NOTE**

Finance may have additional comments at the meeting

### **RECOMMENDATION**

(Option A) Direct Staff to order electric service from WE Energies for \$7,303.68.

Engineering Department: GEM



August 8, 2019

City of Franklin  
Attn: Tom Iglinski  
9229 W Loomis Rd  
Franklin, WI 53132

Subject: Request for new electric service at 4901 W Evergreen St, Franklin

Dear Tom:

Thank you for applying for electric service at the address listed above. Your next steps are:

1. Carefully review and sign the enclosed installation agreement.
  - These documents outline the proposed installation, the conditions and terms and the associated costs.
2. Review and sign your site sketch.
  - The site sketch represents an approximate location of the equipment and is not to be used to verify its location.
3. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.
  - Personal check.
  - Online at [we-energies.com/payconstructionbill](http://we-energies.com/payconstructionbill)
  - Phone at 855-570-0998
4. Sign and return the following in the enclosed envelope:
  - The drawing included with this letter
  - A copy of this letter
  - Payment if using personal check
  - Your signed line extension installation agreement
5. Send or fax the Electric Ready for Service card when the site is ready.
  - Your site is ready for service when all the requirements on the Electric Ready for Service card are met. We will schedule installation when we receive your completed card.
  - Construction will not begin until payment and a municipal electric inspection or Certificate of Compliance have been received.
  - If there is not an Electric Ready for Service card enclosed, that means it has been mailed to your builder/developer.

If you, your contractor, or your electrical inspector have questions about this installation or you have any natural gas needs, please contact me at (414) 423-5008. I look forward to working with you to make your project a success.

Sincerely,

Geri Gaglione  
Energy Services Consultant

Enclosures

**Installation Agreement (Standard Embedded Credit)**

**Customer:** City of Franklin - Pleasant View Pavilion

**Work Request #:** 4221304

**Political District:** City of Franklin

**Service Address:** 4901 W. Evergreen St

**We Energies Representative:** Geri Gaglione

**Phone:** (414) 423-5008

**Type:** Commercial

**Class:** Underground

**Size:** 200A, 120/240 volt

**Refundable Distribution:** \$ 7,310 41

**Credit Available:** \$ 1,114 00

**Subtotal:** \$ 6,196 41

**Nonrefundable Distribution:** \$ 1,107 27

**Service Charges:** \$ 0 00

**Total Charges:** \$ 7,303 68

Please review the following conditions of installation

- ✓ The installation cost shown above covers electric facilities only. The total charges shown are valid for ninety (90) days from the date of this agreement and must be paid prior to the service being energized. In the event we encounter unusual conditions or circumstances while installing your service, additional charges may apply.
- ✓ Because our costs are higher during the winter months, seasonal charges are in effect between Dec.1 and March 31. You will be assessed seasonal charges during our winter construction season unless you request to delay installation until after March 31, or your site is ready and the Ready for Service card is returned to us by Dec. 1.
- ✓ The installation cost shown above has been reduced by the standard embedded credit for which your installation qualifies. Embedded credits can not be used to reduce the cost of nonrefundable distribution or other items such as excess facilities, seasonal and service charges. Those dollars, with the exception of the service charges, may be eligible for refund within five years from the installation up to the original dollar amount paid.
- ✓ An outlet location letter will be sent to your electrical contractor indicating the point of termination of our cables to your building.
- ✓ All trenches opened by We Energies for underground installation will be rough backfilled and compacted using existing soil. Excess earth, stones and debris will be left on the site. Please note that we do not restore.
- ✓ Locate and mark any buried obstructions and private underground facilities (septic lines, private electric lines, fencing, drain tiles, etc.). Also, mark any future or planned structures (pools, outbuildings, decks, patios, etc.). We Energies is not responsible for damages to unmarked, private facilities.
- ✓ We require adequate rights of way for the installation and maintenance of the service equipment, including the right to clear brush and remove trees and shrubs along the route of our facilities. You may be responsible for costs associated with relocation of our facilities if future changes to your plans interfere with them. Acceptance of this agreement grants us these rights.
- ✓ Complete and return the enclosed Ready for Service card by mail or fax when the site is fully ready for installation.

My signature below indicates my agreement to the installation contingencies outlined above.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_

**Title:** \_\_\_\_\_ **Company:** \_\_\_\_\_

Return one signed copy to We Energies in the envelope provided.  
Contact the We Energies representative shown above if you have questions.

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APPROVAL <i>slw</i> <i>PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 5, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR TID3 TO APPROPRIATE ADDITIONAL DEVELOPER GRANT FUNDS DELAYED FROM 2018	ITEM NUMBER <i>G, 10,</i>

### **Background**

The City included a \$5 million grant to the Developer of The Statesman multifamily project on S 27<sup>th</sup> Street in November, 2017. The Grant was payable in equal installments as each of the six apartment buildings received occupancy permits

The 2019 TID3 Budget assumed that the first of the Grants would be paid in 2018. The 2019 Budget included only five of the six grant payments. The Developer has now received occupancy permits for last of the apartment buildings.

TID3's Jan 1, 2019 fund balance was \$833,335 higher than expected as the first of the grants were delayed to 2019. With the completion of the sixth building, the last of the grant funds are now due.

The attached TID3 budget amendment provides \$833,335 of appropriations for the sixth and final grant.

### **Analysis**

TID3 borrowed \$3 million earlier in 2019 to finance the Developer Grants, which when combined with increment accumulated from prior years will fund all the Developer Grants.

### **Recommendation**

The Director of Finance & Treasurer recommends approval of the proposed budget amendment to provide appropriations for the final Developer Grant for the Statesmen Apartment Complex.

### **COUNCIL ACTION REQUESTED**

Motion adopting an ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for TID3 to appropriate additional developer grant funds delayed from 2018.

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING  
THE 2019 ANNUAL BUDGETS FOR TID3 TO APPROPRIATE ADDITIONAL  
DEVELOPER GRANT FUNDS DELAYED FROM 2018

-----

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for TID3 on November 13, 2018; and

WHEREAS, the City provided a developer's grant for the Statesmen apartments on S 27<sup>th</sup> Street in November, 2017 payable as each building received its occupancy permit; and

WHEREAS, the first grant was delayed from 2018 which was assumed to have been paid in 2018 when the 2019 TID3 budget was adopted, providing no 2019 appropriations; and

WHEREAS, the sixth and final apartment building received an occupancy permit on October 10, 2019 causing the final \$833,335 developer grant to become due and payable; and

WHEREAS, TID3 has sufficient funds to provide for the entire \$5 million grant.

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

Section 1 That a 2019 Budget for TID3 be amended as follows:

Economic Development		
Developer Grants	Increase	\$833,335

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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

ATTEST:

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

AYES\_\_\_NOES\_\_\_ABSENT\_\_\_

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE NOV 5, 2019
Reports & Recommendations	RELEASE OF ESCROW DEPOSIT FOR THE PUBLIC IMPROVEMENTS AT THE WELLNESS CENTER LOCATED AT 8800 S. 102 <sup>ND</sup> STREET	ITEM NO. <i>G.11,</i>

**BACKGROUND**

Pursuant to the development of the Wellness Center located at 8800 S 102nd Street, please be advised that Staff has reviewed the public improvements contained in the development agreement and find that all items have been completed.

**ANALYSIS**

Staff recommends releasing the escrow deposit of \$2,421 86

**OPTIONS**

- A. Approve release of escrow; or
- B. Provide further direction to staff.

**FISCAL NOTE**

Does not impact budgets.

**RECOMMENDATION**

(Option A) Motion to authorize staff to release the escrow deposit for the public improvements at the Wellness Center located at 8800 S 102nd Street

Engineering Department: GEM



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE November 5, 2019
REPORTS & RECOMMENDATIONS	Franklin Economic Development Annual Report – Acknowledge and File	ITEM NUMBER <i>G.12.</i>

Director of Economic Development Calli Berg began on June 18, 2018 and produced an annual report covering from that time through June 18, 2019. The report has been shared to the City website and through the Business Appreciation Celebration. The report is intended to update the Common Council and taxpayers of the City on both activities of the department and the economic climate of the City of Franklin during that time. This agenda item is strictly informational and provides an opportunity for Council to acknowledge the report and place it on file

#### COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates from the Economic Development Department.



**Annual Report  
City of Franklin  
Economic Development**

*2018-2019  
Department Activities and  
Scan of the Economic Landscape*

*Celebrating Quality of Life*

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## THE YEAR IN REVIEW

The Economic Development Department (EDD) was represented in a number of ways and communicated with the public, stakeholders, and customers using several channels throughout the year. While not all-inclusive, these numbers offer a way to gauge the level of interest, involvement, interaction, and outreach between the department and others.

### By the Numbers

While many economic development activities are difficult to quantify, there are a few benchmarks that help convey the amount of traffic and interest in Franklin economic development initiatives.

- 18,628 emails
- 580 Total Likes on Facebook Economic Development Commission Page
- 68 New Likes on the Facebook Economic Development Commission Page
- 65 posts on the Facebook on the Facebook Economic Development Commission Page
- 437 meetings
- 20 Common Council Meetings

### Development Connections and Prospects

Interest in the City of Franklin continues to grow, with development inquiries and proposals coming from developers, construction firms, realtors, and financial institutions. The types of development proposed are across the board from industrial, commercial, and residential, with particular interest in the tax increment districts (TID's) as well as major thoroughfares such as Rawson Avenue, Ryan Road, and 27<sup>th</sup> Street.

Ashley Capital  
Capstone Quadrangle  
Cardinal Capital  
CCB Technology  
Colliers  
Confidential Developer  
Cushman-Wakefield Boerke  
Gerald Nell  
HAS Commercial  
Johnson Bank  
Kahler Slater  
Kapur & Associates  
KSingh

Lee & Associates  
MLG  
Northwest Mutual  
Odyssey Hotel Group  
PNC Bank  
Point Real Estate  
The Concord Group  
The Learning Experience  
The Ryan Companies  
Various Local Realtors  
VJS  
Zilber

## Business Support

Through the process of developing new business and assisting existing businesses, the EDD was able to connect with a number of Franklin businesses throughout the year. Several new companies also joined the Franklin business community, which is another way to measure growth of the community as a whole.

### Business Interaction

Allis Roller  
Ascension Hospital  
BTL Pallets  
Carma Labs  
Central Aquatics  
Drizzle Cheesecake  
Edward Jones  
FedEx  
Forte Theater Company  
Franklin Business Park Consortium  
Franklin Village  
Goodwill  
Hermle USA  
Krones, Inc.  
Oakwood Golf Course  
Payne & Dolan  
The Polish Cultural Center  
ROC Ventures  
Root River Center/Swagger  
Southwestern Suburban Symphony  
The Conservancy for Healing & Heritage  
Gift of Wings  
The Polish Center  
The Root River Center  
Terracon  
Waste Management  
Wheel & Sprocket  
XPO Logistics

### New Businesses

Bridgewater Performance  
Ceco Concrete  
Concentra Medical Center  
Deadstock  
Floor & Wall Carpet Company  
Flyers Energy, LLC  
Image 360  
Mars Family Foundation, Inc.  
Mimaki  
Mo's Barbershop  
Rainbow Child Care Center  
Reliance Partners  
Rockstar Athletics  
Star Trucking, LLC  
Terracon Consultants

## Community, Partner, and Stakeholder Connections

The EDD interacted with other individuals and organizations throughout the year in order to position Franklin as a collaborative partner and to ensure that Franklin is included in opportunities to advance economic development goals for the City. Some of the notable outreach activities/organizations are included here:

Aerotropolis/Gateway to Milwaukee  
Alliance for Regional Development  
Employ Milwaukee  
Franklin Business Park Consortium  
Franklin High School Business Capstone Course speaker  
Franklin Library Strategic Planning  
Landmark Credit Union  
Congressman Bryan Steil  
Milwaukee 7  
Milwaukee Area Technical College  
Milwaukee County Economic Development  
Racine County EDC  
Regional Transit Leadership Council  
Saber Business Alliance  
Site Location Partnership  
Small Business Administration  
South Suburban Chamber of Commerce  
Southeastern Wisconsin Regional Planning Commission  
Visit Milwaukee  
Wisconsin Association of Convention Centers and Visitors Bureaus  
Wisconsin Department of Natural Resources  
Wisconsin Department of Tourism  
Wisconsin Department of Transportation  
Wisconsin Department of Workforce Development  
Wisconsin Economic Development Association  
Wisconsin Economic Development Corporation  
Wisconsin Housing and Economic Development Authority  
Wisconsin Manufacturers & Commerce (chamber/association)

## Regional Activities

The EDD made a point of participating in a number of meetings, conferences, and other initiatives in order to bring back best practices, gather information about new programs and opportunities that could be applied in Franklin, and ensure that potential partners are continually reminded of the assets and strengths that can be leveraged for development and growth in Franklin. Activities that address those goals included:

2019 Annual Meeting and Party with the Partners (Visit Milwaukee)  
CARW 2018 Market Update  
CARW 25<sup>th</sup> Anniversary Celebration  
CARW at Ballpark Commons  
CARW Holiday Party  
Chamber Annual Awards Dinner  
Chamber Legislative Committee Member  
Chamber Networking Breakfasts  
CRE Networking Meeting  
Focus on Manufacturing Breakfast  
Franklin Business Appreciation Celebration  
Governor's Small Business Summit  
Intergovernmental Cooperation Council  
MATC – Oak Creek  
MATC – West Allis  
MATC Lunch with Representative Jesse Rodriguez  
Milwaukee 7 Annual Meeting  
Milwaukee 7 Economic Development Forum  
NAIOP Development Showcase  
NAIOP 2019 Capital Markets Update  
NAIOP Annual Meeting  
Quarry Tour  
Regional Transit Leadership Council Meet and Greet  
Saber Business Alliance Recognition Breakfast  
Saber Business Alliance Tour  
Sixth Annual Summit on Regional Competitiveness  
State of the Cities 2018  
State of Wisconsin Business & Industry Luncheon  
Top Golf Benchmarking Tour  
Wisconsin Economic Development Association (WEDA) Annual Conference  
WEDA Governor's Conference on Economic Development  
WEDA Legislative Day  
Wisconsin Governor's Conference on Tourism



## Public Relations

### City Tours

Any individual or organization involved in business development and interested in deal-making in Franklin was invited on a personal familiarization tour of the City. Throughout the year, the following participants learned of the breadth and scope of the community and the number of development projects both underway and contemplated for the City:

- CBRE
- JVS Development
- KSingh
- WEDA
- Wisconsin Economic Development Corporation

### Media

The EDD was approached many times throughout the year by various members of the press. The most notable was a WTMJ interview on City Development Opportunities which aired on the Morning News Program in April, 2019.

### Internal Relations

The EDD is responsible for administration of the Economic Development Commission (EDC) and the Tourism Commission. Each board met on average monthly with additional concurrent meetings specific to the Branding Initiative. In addition to these two commissions, staff attended several meetings held by other city-sanctioned entities (listed below) in order to provide broader coverage and knowledge when helping customers, build an understanding of how the City functions overall, and learn how the EDC and Tourism Commission could potentially collaborate on projects.

- Community Development Authority
- Environmental Commission
- Finance Committee
- Parks Commission
- Plan Commission
- Quarry Monitoring Committee
- Technology Commission
- Zoning Board of Appeals

### Building Permits

Building permits are one way to measure economic vitality in the City. From June of 2018 till June 2019, the following and number of business permits were recorded by the Inspections Department:

Type	\$	#
Residential	\$19.9M	57
Commercial	\$43.4M	64
All	\$63.3M	121

## **Community Assets / Opportunities**

Franklin has many strengths and assets that enrich the community. There are three relative newcomers to the mix who are seeking awareness of their goals and exposure for their business as they look to grow in Franklin and to provide more value and opportunity to residents and visitors alike.

### **Forte Theatre Company**

Forte Theatre Company is trying to create a thriving, professional theatre company in Franklin. Currently they are using other facilities in or near Franklin to put on shows and readings while they work towards leasing or purchasing a permanent home in Franklin. Forte also has a Theatre School that offers after school classes and summer camps in Franklin, Brookfield, Hales Corners, New Berlin, and Oak Creek.

### **Southwestern Suburban Symphony**

The Symphony strives to produce three concerts per season and have held concerts in various locations including the Polish Center and the Indian Community School. Although the Symphony currently does not have a physical location, the Conductor and Executive Director resides in Franklin and has been looking to locate the symphony in Franklin.

### **Conservancy for Healing and Heritage**

The Conservancy for Healing and Heritage is a 36-acre parcel of land off the NE corner of Rawson Avenue and 76<sup>th</sup> Street and is home to Kopmeier Lake, a ten acre glacier lake and the only one of its kind in Milwaukee County. Spring-fed with no invasive species, it is the most pristine lake in the region. With a chapel on the grounds and plans for healing gardens and nature trails, the Conservancy was originally intended as a respite for cancer patients seeking treatment at the Reiman Cancer Center nearby, but has grown into a destination for residents and visitors alike who are seeking to commune with nature and gain comfort and spiritual healing.

## CELEBRATIONS AND EVENTS

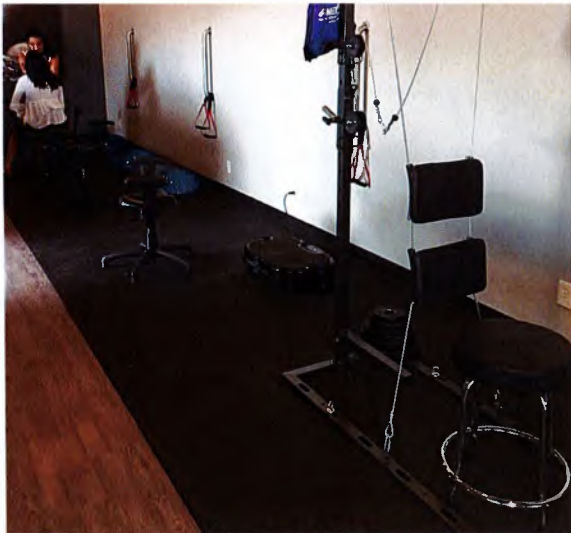
### July 2018. Mimaki Ribbon Cutting

Mimaki, a Japanese-based company specializing in digital printing and cutting products with locations in several major U.S. Cities, opened their new Milwaukee Technology Center in Franklin.



### July 2018. Rhythm of Life Chiropractic Grand Opening

Rhythm of Life expanded their operations at Franklin Village to include an outdoor patio and provide more room for patient operations.





## August 2018. Veridian Homes Groundbreaking

Veridian Homes breaks ground on Aspen Woods, a 69-unit single family home development located on 51<sup>st</sup> and Puetz.



## October 2018. Business Appreciation Celebration

The Franklin Economic Development Commission hosted the 2018 Business Appreciation celebration at Tuckaway Country Club. More than 125 guests enjoyed Keynote speaker Dr. Bill Mitchell, CEO of Aguila, A Foxconn Company, and VP Business Operations Americas, Foxconn. The following businesses were awarded (and those in parentheses nominated) in these four categories:

Excellence in Large Business	Carlisle IT (Northwestern Mutual Payne & Dolan, Vesta, Inc.)
Excellence in Small Business	Innovative Health & Fitness (Anderson Dental, Mimosa, Southwestern Suburban Symphony)
Excellence in Leadership	David Dull, Allis Roller (Richard Simonson, Carma Laboratories; Seth Tiegen, Ascension ; Tom Schulz, Krones)
Excellence in Innovation	ROC Ventures (Krones, Ascension, Aurora)

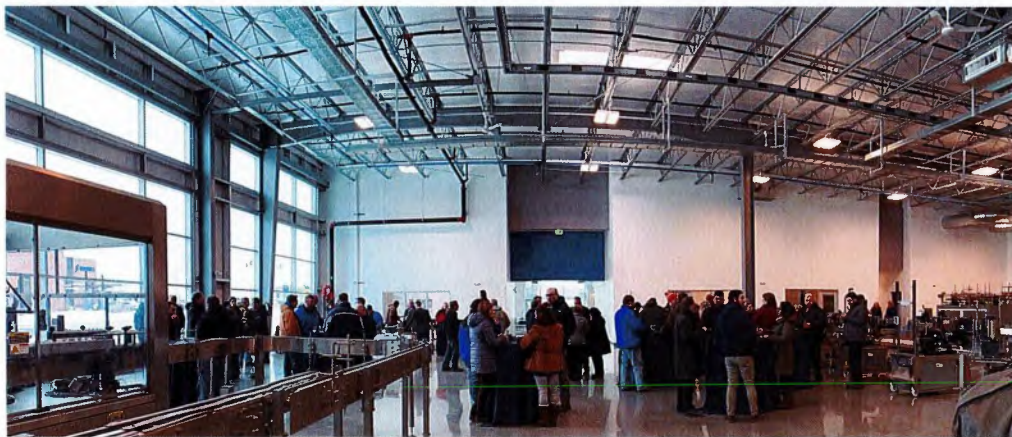


2018 Business Appreciation Celebration Photo Collage



## February 2019. Krones, Inc. Training & Technology Center Grand Opening

Krones, Inc. holds a ribbon cutting and employee luncheon to celebrate the opening of their newly built 40,000 square foot, state-of-the-art Training and Technology Center in the Franklin Business Park.



## February, 2019. Landmark Ribbon Cutting

The South Suburban Chamber of Commerce and Franklin officials help Landmark Credit Union officially open their doors to their new location on Rawson Avenue in front of the Franklin Centre.



## March, 2019. Workforce Summit

The City of Franklin partnered with Employ Milwaukee to hold the first of a series of Workforce Summits, designed to address the issues surrounding employee attraction, retention, and skill building. This first event was hosted by Ascension and focused on Employ Milwaukee Training Grant programs and creative ways to find and keep talent.





## June 2019. Hermle 20-year Anniversary

Machine Builder Hermle USA, Inc., commemorated their 20 year anniversary in the USA (and 16 years in the Franklin Business Park), with a nod to their German heritage and a refreshments for their employees.



## June 2019. Routine Field Ribbon Cutting

Routine Field, home of the professional baseball team the Milwaukee Milkmen and UW-Milwaukee Panthers, held their home game opener in June, 2019. Despite heavy rain storms, fans filled most of the 4,000 seats in the stadium to celebrate the newest community asset in Franklin.





## PROJECTS

### Tax Increment Financing Districts (TIDs)

In addition to zoning and ordinances, TIDs are another way for the City to designate areas for specific types of development primarily industrial and mixed-use development. The City currently has five active TIDs.

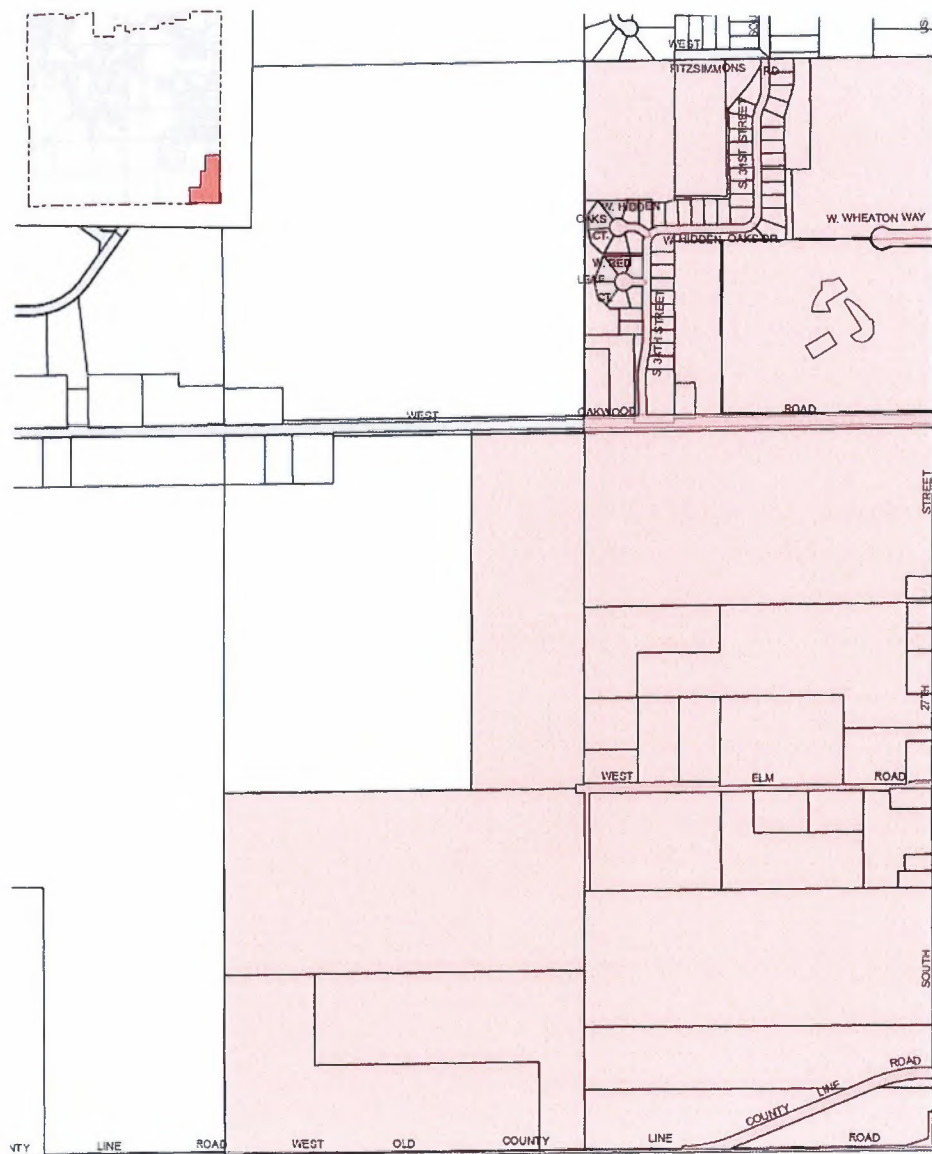
#### TID 3

This TID was originally created for the 2000-employee Northwest Mutual campus. As a final project before closing in 2025, Zilber is developing apartments and a daycare. Development began with demolition of an old motel next to Little Cancun on 27<sup>th</sup> Street and continues with the near-completion of the Statesman and Kindercare. Four of six buildings, each of which has 30 units, are completed as is the clubhouse with swimming pool and fitness center and the daycare is almost completed.

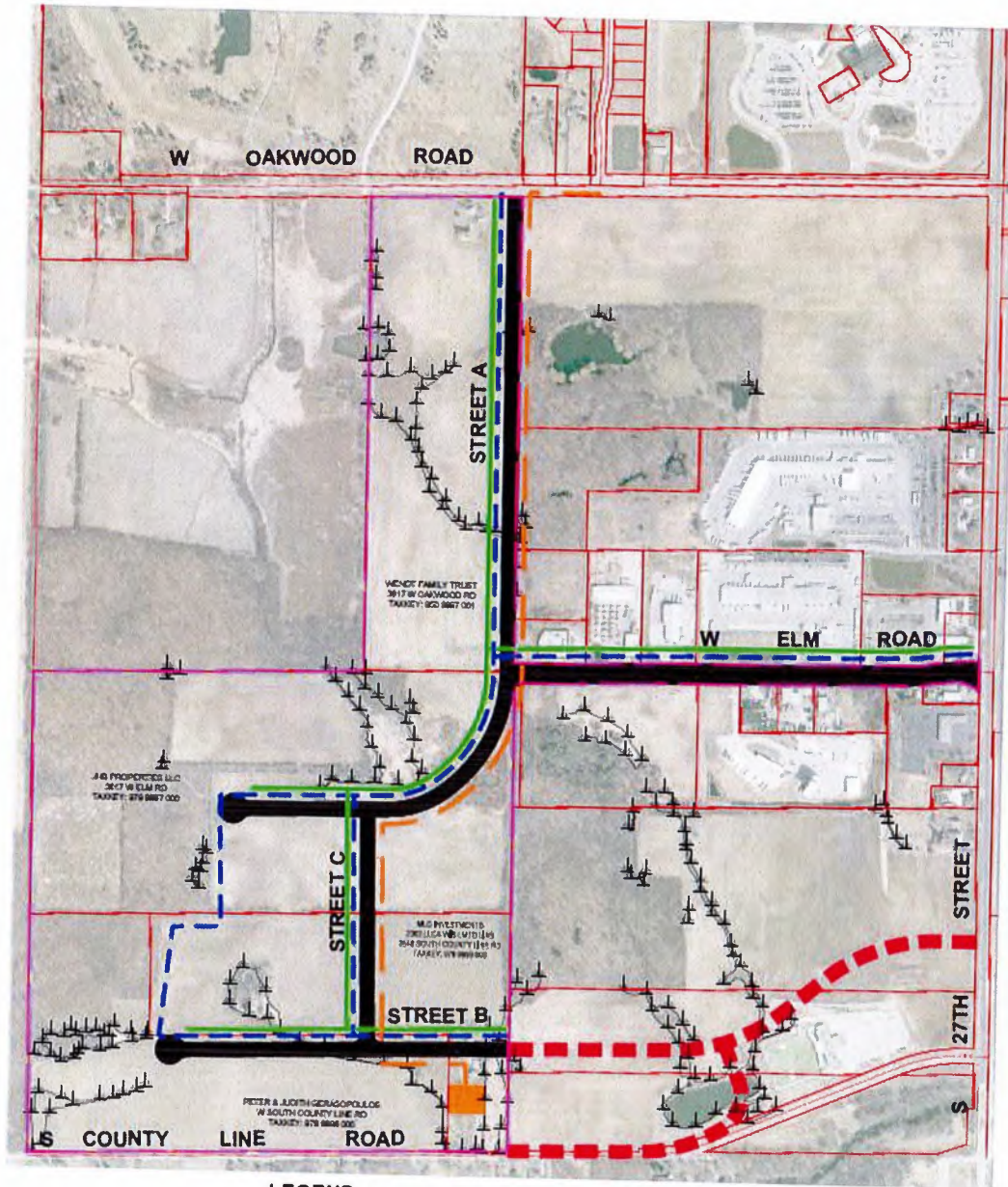


## TID 4

Designated as a future corporate park for the City, the parcels in the SE corner of the City have garnered a lot of attention from the development community and by confidential prospects looking to expand or consolidate to this area. The expenditure period for this TID ends in June of 2020 and is slated to close in 2025; however, based on the level of interest and the support of the Common Council, staff is in the process of creating a new TID. With the increment currently collected in TID 4, property is being acquired along ELM Road for future public infrastructure easements and additional easement purchases are being contemplated on other property for roads, water, and sewer. All property in this TID is privately held by several owners, and all of the large, undeveloped parcels are actively for sale.

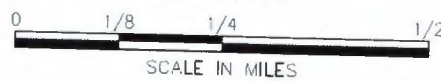
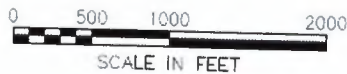






#### LEGEND

- PHASE I PROJECT LIMITS
- PHASE I WATER MAINS
- PHASE I SANITARY SEWERS
- PHASE I SANITARY FORCE MAINS
- SEWAGE PUMP STATION (IN PHASE 1)
- PHASE I STREETS
- PHASE II STREETS (CONCEPTUAL)
- DELINEATED WETLANDS (NOT COMPLETE)



**TID 4 Proposed Public Infrastructure Layout**

In 2012, ROC Ventures started The Rock Sports Complex on a closed and failing landfill; developing six major league baseball replica fields, a large outdoor “Umbrella Bar” with food trucks and live music, and the regional Halloween attraction “The Hills Has Eyes” on the adjacent Crystal Ridge Ski Hill ("The Snow Park")

There was no existing usable public infrastructure in place and the landfill was failing so through a public-private partnership the City of Franklin created TID 5 to provide \$22M+ to assist with what was estimated to be \$34M+ in public infrastructure costs. In 2018 as public infrastructure construction began, it became clear that construction costs would be higher than anticipated, due in great part to challenges associated with landfill development, and the developer requested additional assistance for public infrastructure. Simultaneously, Mandel Group proposed a 265-unit, 5-building high-end apartment complex and requested TID assistance to make the project financially feasible.

[illegible]

16



**BPC Completed Developments include:**

- 4,000-seat stadium for pro team Milwaukee Milkmen and UW-Milwaukee Panthers
- 46,000 SF mixed-use office and retail building, home of Wheel & Sprocket, ROC Ventures, and a coffee shop (confidential at the time of this report)

**BPC Ongoing Projects include:**

- Velo Village – 5-building, 265-unit luxury apartment complex with underground parking
- Luxe Golf (like Top Golf) with two restaurants and a beer garden
- New Perspectives Senior Living – full continuum of care, 150 units
- Performance & Wellness Village - sports medicine, orthopedic, fitness center; in partnership with Exos, Milwaukee Wave, and Midwest Orthopedic Specialty Hospital

**BPC Phase 2 Developments to include:**

- 22,000 SF mixed-use, 1st floor commercial, 65 apartments
- Hotel
- Brew Pub
- 11,000 SF commercial

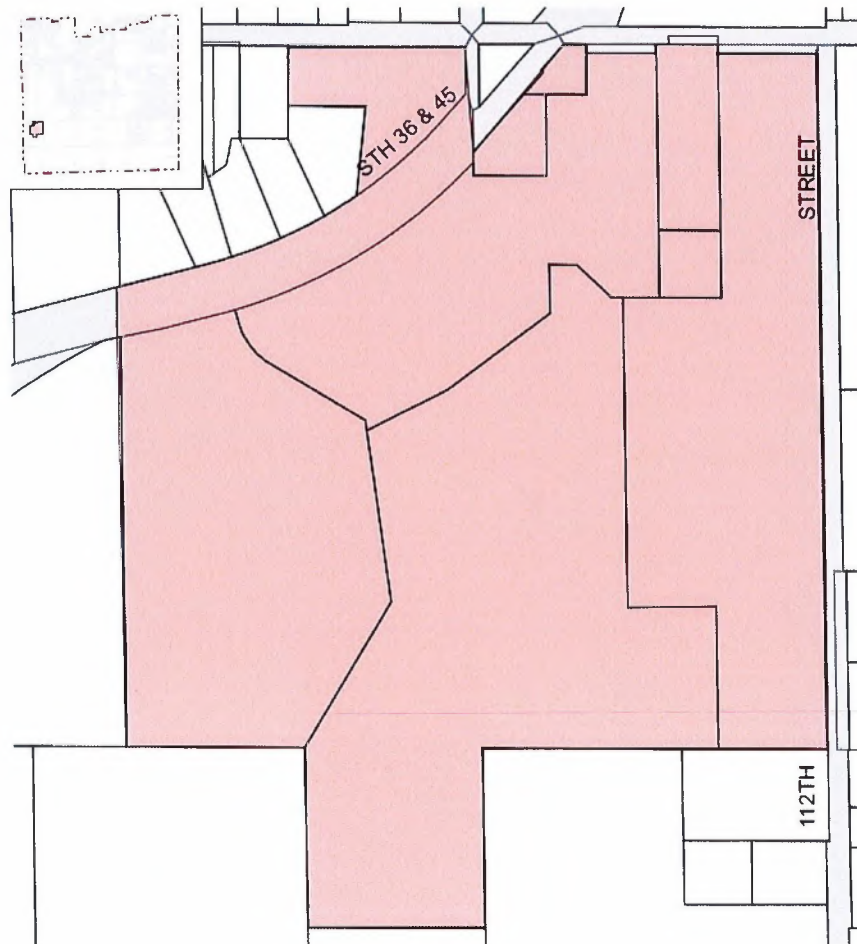


## TID 6

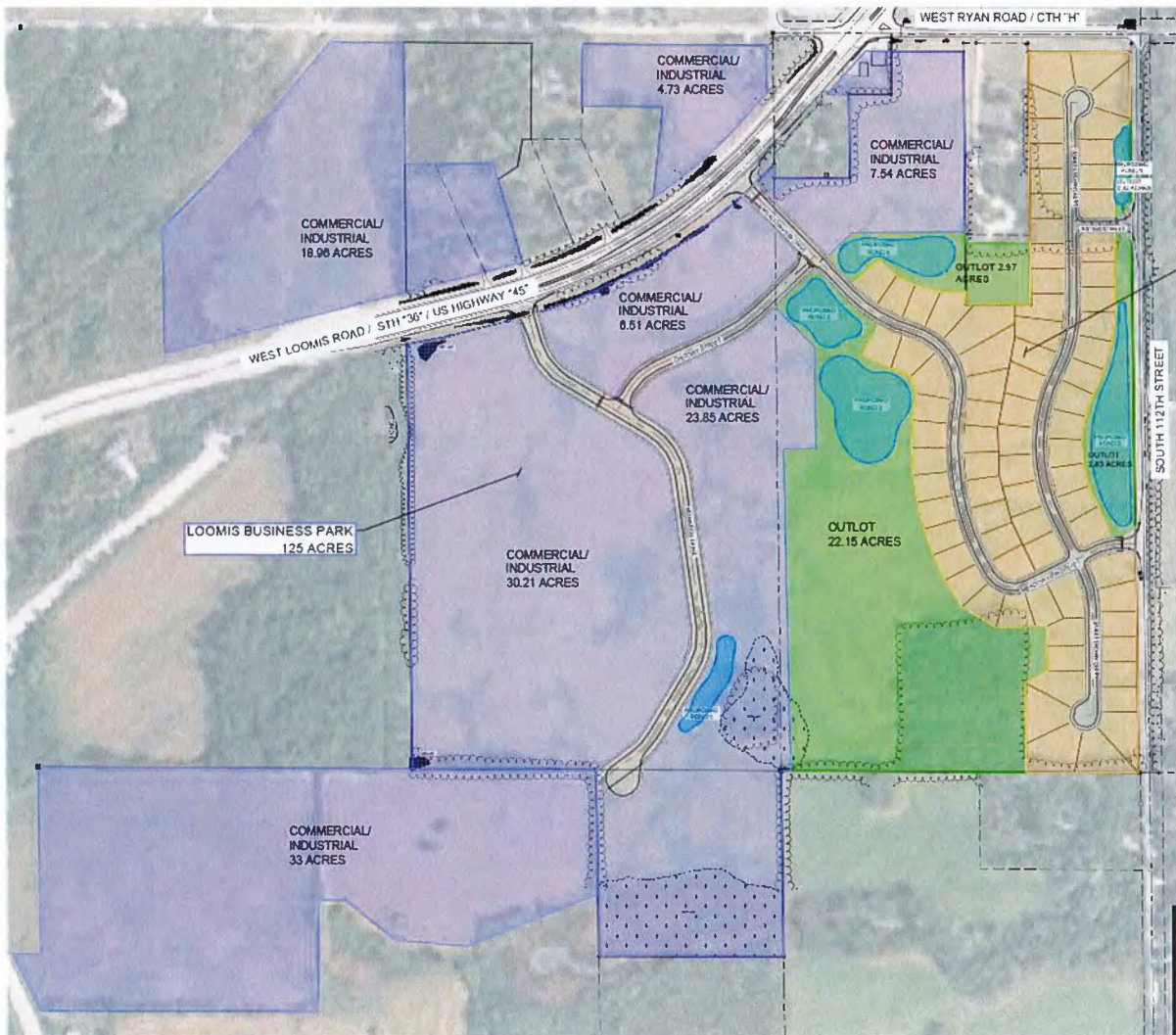
In August, 2018 Bear Development asked the City to create a TID in the SW corner of the City for a mixed use development. The developer had a large industrial user committed to building a \$120,000 s.f. building, which would be the anchor for the development, which also included commercial and residential components.

By November, 2018, the City had created TID 6 to provide Bear Development with \$21M in TIF assistance as part of the \$64M total project costs. This assistance enables the developer to put in all components of public infrastructure, including water, sewer, and roads.

Construction is slated to begin and the development will include Ryan Meadows, 72 single-family homes to the east; a conservancy in the south-central area; and the Loomis Business Park, consisting of commercial development along Ryan and Loomis to the North and Strauss Brands will expand and diversify their business to the West. Many prospects have indicated an interest in locating in the commercial and industrial areas and TID 6 is an economic development tool to attract new business to the community.







**Developmental Area Conceptual Map**  
Includes contiguous parcels outside the TID boundaries

## Branding

After years of discussion, staff brought the Economic Development Commission and the Tourism Commission together in the summer of 2018 to work jointly on creating a new brand and logo for the City. The commissions invited five firms to present proposals for a branding initiative and THIEL Brand Design was selected to spearhead the project. The two commissions selected two logos for presentation to City Council, who selected the final logo and the tagline “Celebrating Quality of Life.”

By June 2019, departments began incorporating the new logo into stationery, vehicles, and other branded City property. THIEL provided the City with Brand Standards and a Usage Guide to ensure that the brand and logo are used correctly and to help staff correctly order branded items.

The Tourism Commission continues to expand the brand to include campaignable themes that complement the logo and support the brand while creating targeted messaging. THIEL provided the Tourism Commission with a menu of activities, including print, TV, radio, social media, and virtual advertising; place-making (banners, welcome signs, etc.), brochures, billboards, etc.



Excerpt from Brand Guidelines



## **Tourism Commission Projects**

In addition to the Branding initiative, the Tourism Commission engaged in other notable activities described here.

### **Community Inventory of Assets**

The Wisconsin Department of Tourism facilitated an exercise over the summer of 2018 with the Tourism Commission to identify and categorize assets in the City of Franklin.

This asset list, shown on the next page, became a baseline document used for production of the City Showcase Video Series by the CGI Company, and for THIEL Brand Design's community survey during the Branding Project. The asset list also forms a basis for an impactful marketing campaign in conjunction with ROC Ventures.

### **Wisconsin Department of Tourism 50-50 Co-Op Grant Program**

The Wisconsin Department of Tourism runs a Co-Op advertising program whereby eligible tourism-based businesses can buy into any of a set of advertising opportunities, such as social media content, Wisconsin Traveler emails, and digital ad programs. These programs can be costly for smaller Franklin businesses who do not have robust marketing budgets. The Commission created a grant program that reimburses an advertising business for 50% of their media buy upon proof of activity and sharing of results. The commission created a \$20,000 annual budget with a \$2,000 maximum reimbursement annually per advertising business. Members of the commission have started building awareness for the program within the community.

### **Community Promotional Videos**

The Tourism Commission engaged CGI Communications to produce a cost-free Community Showcase Video Program that focuses on Tourism, Economic Development, Quality of Life, and Community Assets. The videos will be featured online and will include local company advertising alongside the community videos. A local videographer took footage of many assets throughout the community over the course of two days and that footage is being combined with additional local photos and videos. Final product is anticipated third quarter of 2019 and will be part of the future Tourism Commission website as well as on the City's website, pending review.

### **Web Development**

The Commission contracted with THIEL Brand Design to produce a website for tourism which should be live by the end of summer.

## Routine Field Co-op Advertising Campaign

The commission approved spending of \$14,080 on a one-year contract to partner with the Routine Field and the Milwaukee Milkmen by participating in the following:

- **Milwaukee Milkmen Delivery Route Concourse Sign** – this will be a keyed map of the City denoting locations for lodging, restaurants, tourism-based businesses, parks, and other assets of interest to visitors taking in a baseball game at the stadium;
- **Boom with a Beat – Fireworks and Music Themed Milwaukee Milkmen Games** – the Tourism Commission will sponsor one of these performances as a way to build name recognition;
- **Milwaukee Milkmen Game Presenting Partner** – includes marketing booth, logo inclusion on all digital, social, web, and email collateral;
- **Milk on Tap! Show Sponsored Segment** - Commission selects location and is recognized as sponsor of the online video
- **Dominant Signage in Bathrooms at Routine Field** – the Commission provides flyers to market current events, businesses, or programs. These flyers will be placed on stall doors and bathroom walls at Routine Field.

## Tourism Community Support and Advertising

The commission used the campaignable theme “the space to be FESTIVE” twice in the summer of 2019. The commission donated \$1,000 to Franklin Park Concerts Inc. to sponsor one of the concerts in the Summer Concert Series and used the theme on the banner which advertised the sponsorship.

The commission sponsored the volunteer t-shirts for the 2019 Civic Celebration for \$3,579.65 and used the same campaignable them in white, which was on placed on the back of the shirts.



Attraction Name	Attraction Type	Category	Reach*
4th of July Parade	Parades	Special Events	L
Boerner Botanical Gardens	Arboretum / Botanical Gardens	Nature	U
Boerner Botanical Gardens	Bird Watching	Nature	U
Boerner Botanical Gardens	Fall Foliage	Nature	U
Boerner Botanical Gardens	Nature Trails	Nature	U
Boerner Botanical Gardens	Woodlands	Nature	U
Boerner Garden - Wher Nature Center	Bird Watching	Recreation	U
Boerner Garden Summer Concerts	Music Festivals and Concerts	Special Events	U
Boerner Gardens	Holiday Celebrations & Festivals	Special Events	U
China Lights Boerner Gardens	Ethnic / Multi-Cultural Celebrations	Special Events	U
Corn Stand - 76th and Ryan	Farmers' Market	Special Events	L
Croatian Fest	Ethnic Celebrations / Festivals	Cultural & Heritage	U
Croatian Fest	Ethnic / Multi-Cultural Celebrations	Special Events	U
Croatian Soccer Club	Ball Parks / Tournaments	Recreation	U
Food Truck Event at The Rock - summer	Culinary Fairs and Events	Special Events	H
Franklin High School	Ball Parks / Tournaments	Recreation	L
Franklin Historic Park	Early Settlements	Cultural & Heritage	L
Franklin Historic Park	Historic Districts	Cultural & Heritage	L
Franklin Savanna	Prairies and Grasslands	Nature	L
Froemming Park - on Oak Leaf Trail	Parks	Recreation	L
Gifts of Wing Kite store	Kite Flying	Recreation	H
Hills Have Eyes - Halloween Event	Ghost Towns / Haunted Buildings	Cultural & Heritage	H
Hunger Task Force Tours	Farm Tours	Special Events	H
Kayla Playground - Adaptive Playground	Parks	Recreation	H
Kenwindle Park - tennis - pavilion	Parks	Recreation	H
Legend Park - Pickle ball	Ball Parks / Tournaments	Recreation	L
Legends Park	Music Festivals and Concerts	Special Events	H
Legends Park - Band Shell - Concerts	Parks	Recreation	H
Legion Park Buildings	Memorials and Monuments	Cultural & Heritage	L
Legion Park Buildings	Recreated Villages	Cultural & Heritage	L
Lyons Park, Legend Park	Tennis	Recreation	L
Mallard in Whitnall Park	Lakes	Nature	U
MKE County Complex Show	Antique and Collectibles Show	Special Events	H
MKE County Complex Show	Arts, Crafts & Hobby Fairs	Special Events	H
MKE County Complex Show	Boat Shows	Special Events	H
MKE Land Conservancy	Parks	Recreation	H
MKE Sports Complex	Music Festivals and Concerts	Special Events	U
MKE Sports Complex - Roller Derby	Ball Parks / Tournaments	Recreation	U
Native American School	Religious / Spiritual Observances	Special Events	U
Oak Leaf	Nature Trails	Nature	U
Oak Leaf, Boerner Gardens, Whitnall Park	Hiking / Walking	Recreation	U
Oakwood Park - Golf	Parks	Recreation	H
Oakwood, Whitnall	Golf	Recreation	H
Parks	Picnicing	Recreation	H
Parks	Snow Skiing - Cross-Country	Recreation	H
Polish Fest at Polish Center	Ethnic Celebrations / Festivals	Cultural & Heritage	H
Polonia Soccer Club	Ball Parks / Tournaments	Recreation	U
Sacred Heart Catholic Seminary	Religious Sites and Facilities	Cultural & Heritage	U
Sacred Heart Catholic Seminary	Religious / Spiritual Observances	Special Events	U
Southwestern Suburban Symphony	Symphony / Orchestral	Special Events	L
St Martin Road	Fall Foliage	Nature	L
St Martins Fair	Agricultural Fairs	Special Events	H
St Martins Fair	Flea Markets	Special Events	U
St Martins Fair - Mondays	Farmers' Market	Special Events	L
St. Martins District / Church	Historic Districts	Cultural & Heritage	L
St. Martins District / Church	Religious Sites and Facilities	Cultural & Heritage	L
St. Martins Park - Dog trails	Parks	Recreation	H
The Alpha Trail	Ball Parks / Tournaments	Recreation	U
The Oak Leaf - paved	Roller Blading	Recreation	H
The Rock	Star Gazing Sites	Nature	L
The Rock	Snow Skiing - Downhill	Recreation	U
The Rock	Snow Skiing - Snowboard	Recreation	U
The Rock	Music Festivals and Concerts	Special Events	U
The Rock - Umbrella Bar	Natural Lookout Points	Nature	H
The Rock - Whitnall Park	Sledding	Recreation	H
The Rock and Ballpark Commons	Sports Events	Special Events	U
The Rock Sports Complex	Ball Parks / Tournaments	Recreation	U
The Root River	Rivers, Streams and Waterways	Nature	H
Wher Nature Center	Bird Watching	Nature	U
Wher Nature Center	Wildlife Sanctuaries and Preserves	Nature	U
Whitnall Park - Golf, winter sports, hiking	Arboretum / Botanical Gardens	Nature	U
Wisconsin Native American School	Native American Historic Sites	Cultural & Heritage	U

*Local (L), Regional (R), Destination (D)*

## Tourism Assets in the City of Franklin



*Celebrating Quality of Life*

## FRANKLIN TOURISM COMMISSION 50/50 GRANT PROGRAM

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### **STRETCH YOUR AD MONEY TWICE AS FAR!**

*Advertise with the Wisconsin Department of Tourism Co-op Program and the Franklin Tourism Commission will reimburse you.*

### **GET HALF YOUR MONEY BACK IN THREE EASY STEPS:**

1. *Make a media buy with Wisconsin Department of Tourism  
<http://industry.travelwisconsin.com/marketing-opportunities/co-op-advertising>*
2. *Submit proof of payment, ad copy, and any available metrics regarding your ad buy to the Tourism Commission via City Hall*
3. *Receive reimbursement for 50% of your spend, up to \$2,000 annually*

Submissions are only accepted from businesses located in Franklin, Wisconsin, and 50/50 grants are only available for co-op advertising with the Wisconsin Department of Tourism. Other advertising platforms are not eligible.

All documentation must be submitted to the Tourism Commission by December 20th, 2019.

The Tourism Commission has allocated \$20,000 for this program in 2019. Businesses should check in with the Director of Economic Development prior to commitment with the Wisconsin Department of Tourism to ensure program funds are still available.

#### **FOR MORE INFORMATION PLEASE CONTACT:**

**Calli Berg, Director of Economic Development**  
**City of Franklin**  
414-427-7566  
[cberg@franklinwi.gov](mailto:cberg@franklinwi.gov)  
9229 Loomis Road, Franklin WI 53132

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**City of Franklin**

9229 West Loomis Road Franklin, WI 53132-9630

PHONE (414) 427-7566

FAX (414) 427-7691

[franklinwi.gov](http://franklinwi.gov)

### **50-50 Co-op Advertising Grant Program**



## FRANKLIN EMPLOYERS - SNAPSHOT

This marketing piece demonstrates to prospects and developers that Franklin supports a diverse array of businesses that employ significant numbers of people and supports a diversified manufacturing base as well.



**City of Franklin**

### 2019 Employers Ranked by # of Employees

#### 20 Largest Employers

Northwestern Mutual	Insurance/Investment Services	2,000
Ascension	Hospital	869
Franklin Public Schools	K-12 Education	554
Krones, Incorporated	Bottling/Labeling Equipment	537
Milwaukee County Corrections	Government	535
Baptista's Bakery	Commercial Bakery	418
Manna, Inc.	Restaurant Administration	400
Vesta Inc	Medical Device Contract Manufacturer	351
Senior Flexonics-GA Precision	Machine Shops	350
Waste Management	Landfill and refuse collection	340
Electronic Cable Specs Inc	Electrical Contractors	315
Wal-Mart	Retailer	302
Central Garden and Pet	Aquariums, Pet Products	300
Athletico Physical Therapy	Health Care	300
Carlisle Interconnect Technologies	Wire harnesses	269
Conway Trucking	Trucking	257
City of Franklin	Government	256
XPO Logistics	Logistics	250
Target	Department Stores	249
Sam's Club	Retail	249

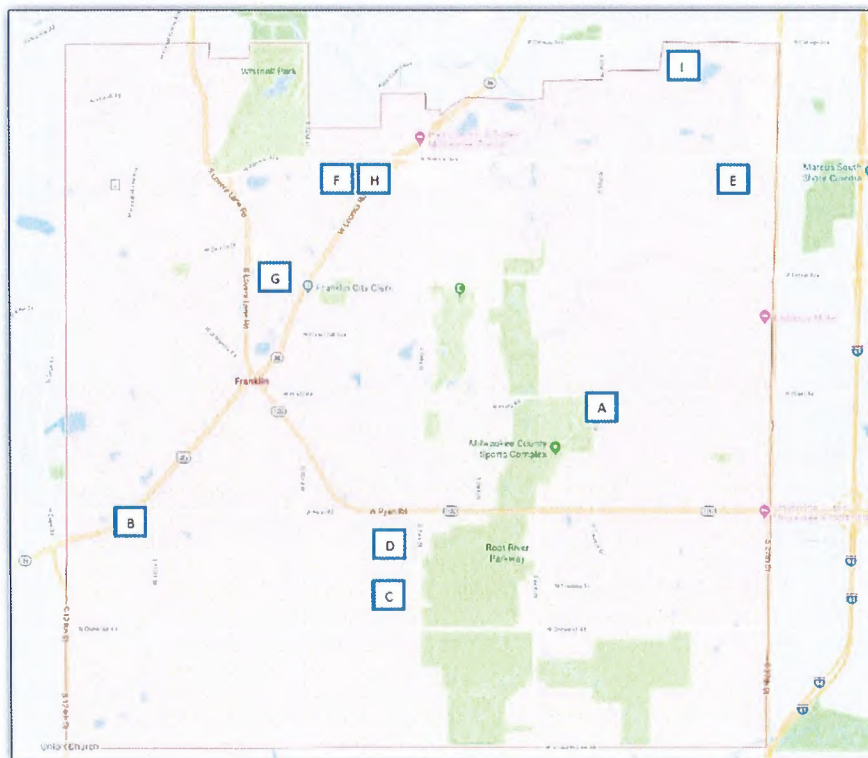
#### 15 Largest Manufacturers

Krones, Incorporated	537
Baptista's Bakery Inc	418
Vesta	351
Senior Flexonics-GA Precision	350
Electronic Cable Specs Inc	315
Central Garden and Pet	300
Carlisle Interconnect Technology	269
General Thermodynamics	180
Strauss Brands Inc	100
Nova Coil	100
Proteus Packaging Corp (Quad Graphics)	100
Carma Laboratories Inc	100
Allis Roller LLC	90
Transpak Corporation	70
Meltric	58

*Note: employment figures are for Franklin facilities only*

## RESIDENTIAL DEVELOPMENT MAP - SNAPSHOT

This map represents notable large-scale residential development that has recently taken, or will soon be taking, place in Franklin. Interest in residential development continues unabated, and there is opportunity and space to create additional housing units as demand for Franklin living grows.



### Franklin Residential Development

- A. Aspen Woods/Veridian Homes – 69 single-family
- B. Bear Development – 79 single-family
- C. Neumann Development – 68 single-family
- D. Neumann Development – 56 duplex
- E. Zilber Development – 180 apartment
- F. Ballpark Commons – 219 apartment
- G. Autumn Leaves Memory Care – 46 units
- H. Ballpark Commons – 139 senior living units
- I. Woodlands Edge – 48 senior living units

Single Family Total	216
Multi-Family Total	455
Senior/Assisted Total	<u>233</u>
	<u>904</u> total units



## 2020 AND BEYOND

Economic Development builds community wealth using three basic tenants: retention, attraction, and expansion. Much of the work planned through 2020 and beyond revolves around activities that support those basic tenants.

- Continue TID project management and administration.
- Continue relationship building with area developers and development influencers.
- Adopt a Customer Relationship Management tool to populate and maintain an accurate city-wide database that reflects critical information and contact information for the business community.
- Update the EDC web content, including demographics and marketing information.
- Implement an economic development marketing strategy guided by the EDC. Components may include advertising in trade journals, virtual attraction campaigns, and round tables and other content aimed at the business community.
- Begin a retention visit program.
- Establish TID application procedures and developer agreement templates.
- Train and transfer Tourism Commission administration duties to their new hire.
- Produce the 2020 Business Appreciation Celebration.



*Celebrating Quality of Life*

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE NOV 5, 2019
REPORTS & RECOMMENDATIONS	STAFF DIRECTION REGARDING INFRASTRUCTURE DEVELOPMENT FOR FRANKLIN CORPORATE PARK AND PURCHASING PUMP STATION EQUIPMENT FROM USEMCO FOR \$182,816.00	ITEM NO. <i>6.13.</i>

### **BACKGROUND**

As instructed by Common Council, Staff is progressing on the development of Tax Increment District No. 4 (TID 4), now known as Franklin Corporate Park. Staff needs additional guidance as these efforts are proceeding.

### **ANALYSIS**

Staff needs guidance on the issue concerning TID expenditures prior to the June 21, 2020, deadline. The utility corridor project along S. Hickory Lane (the north/south road from W. Oakwood Road to W. County Line Road that the existing W. Elm Road will tee) is anticipating that all construction will be complete prior to this deadline. Additional construction, such as the improvements of W. Elm Road, can occur if Staff is directed to have other projects bid and awarded prior to the deadline with the contract amount to be paid to an escrow account.

Staff needs permission to bid the S. Hickory Lane Utility Corridor project. Ruekert & Mielke has provided Staff with a project schedule that anticipates construction completion by June 1, 2020. To meet this schedule, advertisements need to be sent to the newspapers on, or before, November 13, 2019. Bids are anticipated to be received on December 11, 2019, and awarded by Common Council on December 17, 2019.

Staff needs authorization to purchase equipment for the pumping station pre-fabricated building and pump controls. See attached summary of the quotes from Ruekert & Mielke with quotes from USEMCO and Starnet/Arrow. Staff discussed the details of the quote with Ruekert & Mielke and is recommending to Common Council that equipment should be purchased from USEMCO for \$182,816.00. This equipment has a long production lead time and the contractor will be instructed to make arrangements for delivery and install the equipment in the utility project anticipated to be awarded on December 17, 2019. If by chance the construction contract is not awarded, this equipment could be delivered to the Utility Operations Center and be used in the future at the same location or for another yet-to-be-determined pump station site. Without ordering this equipment now, it is unlikely that the utility contractor will be able to have final payment prior to the June 2020 deadline.

### **OPTIONS**

- A. Guidance to Staff on escrow question, and
- B. Authorize Staff to bid S. Hickory Lane Utility Corridor project and
- C. Authorize Staff to purchase pump station equipment from USEMCO, and/or
- D. Provide further direction to staff

### **FISCAL NOTE**

Finance may / may not have additional comments at the meeting



**RECOMMENDATION**

(Options A, B, and C) Direct Staff to proceed as if project elements (choose one) may / may not be escrowed prior to June 21, 2020; direct Staff to proceed with bidding S Hickory Lane Utility Corridor Project; and direct Staff to purchase pump station equipment from USEMCO for \$182,816.00.

Engineering Department: GEM

## Glen Morrow

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**From:** Van Weelden, Mark <mvanweelden@ruekert-mielke.com>  
**Sent:** Thursday, October 31, 2019 3:23 PM  
**To:** Glen Morrow, Mike Roberts  
**Cc:** Petersen, Anthony, Arnott, David, Wohlers, Patrick  
**Subject:** Corporate Park Wastewater Pumping Station Building Quotes  
**Attachments:** USEMCO Proposal pdf, Arrow Proposal pdf

Glen and Mike,

As we discussed yesterday, there has been ongoing work to secure two quotes for the future building at the pumping station site. We apologize for the delay in getting them over, but there were some setbacks in personnel at Starnet/Arrow, so we had to transition equipment reps in the middle of the process.

Attached are the two quotes USEMCO and Starnet/Arrow provided. The prices for the scopes included are \$182,816.00 and \$177,776.36 for USEMCO and Starnet/Arrow, respectively. However, there are a number of items to keep in mind when comparing the quotes related to the scopes from each company. R/M provided identical specifications to both equipment reps in an attempt to achieve the closest comparison possible, but there are inevitable differences in the two proposed packages based on the way both companies construct their buildings. These differences are described below:

- The USEMCO building includes the 8" process piping, fittings, and valves to be enclosed in the building. Based on our estimate and coordination with a contractor, we value this scope item at approximately \$25,000. Starnet/Arrow does not include these items in their scope, instead relying on the contractor to install the valve assembly and placing the building on top. For this reason, you can effectively reduce the quote price from USEMCO to \$157,816.00.
  - o Note that the inclusion of process piping in the scope of the USEMCO building provides some non-economic benefit through less coordination with the contractor on the location of the valve assembly, etc.
- The other key differentiator in the two scopes is the control systems included in each building. As we discussed briefly yesterday, the Starnet controls have the ArcSafe UL Listed feature which adds a level of safety to the systems which surpasses the USEMCO controls. This discussion really comes down to the City's comfort level with the different systems, as consistency with other applications in the City may be favorable.
- USEMCO includes one day of startup services which is not included in the Starnet/Arrow quote. They value this day of work at \$1,000.00.
- USEMCO includes level control devices (floats and level transducer) while these are not included in the Arrow package.
- Arrow includes a generator enclosure while USEMCO does not.
- Note that the dimensions of the building are slightly different for each system, with USEMCO at 25'x10' and Arrow at 24'x12'. This difference will not have a large impact on the facility floor plan, but Arrow's building may have slightly more clearance on either side of the generator.

Please review as soon as possible and let us know which building the City would like to move forward with. We request that you let us know your selection by the end of the day on Tuesday, November 5, so that we can integrate the building system into our drawing sets.

If you have any other questions or concerns, don't hesitate to call me.

Thank you,



**PROPOSAL NUMBER: Q1901151 - Revised**  
**BID DATE:**

**PROJECT: Franklin, WI**

**ENGINEER:**

**SALES REPRESENTATIVE:**  
**USEMCO, INC.**  
**1602 Rezin Road**  
**Tomah, WI 54660**  
**608-372-5911**  
**ATTN: Bill Draeger**

One – USEMCO Walk-In PumpMate above grade valve and control chamber factory assembled on a common epoxy coated steel base, enclosed in a modular steel building and include the following.

- Estimated Weight 28,000 lbs.
- Nominal dimensions 25' Long x 10' Wide x 8' Inside height – Two rooms
- Shingled gable roof
- Brickwal siding
- R30 Insulation in walls & ceiling
- 72" Wide double Insulated steel entry door – Generator room
- 36" Wide insulated steel entry door – Control/Valve room
- 8" Sewage piping & valves
- Air release valve – Manual ball valve
- Dehumidifier
- Heaters
- Ventilation
- 100 KW Natural gas generator & 200 Amp automatic transfer switch
- Motorized louvers
- Interior LED lights
- External light w/photo cell
- Internal wiring within building (PVC rigid conduit)
- External junction box
- 480 Volt 3 Phase 4 Wire service
- NEMA 1 (Painted steel) Control Panel
- 200 AMP Main breaker
- (2) Pump breakers
- (2) NEMA size 2 FVNR starters \* NOTE: Wall space is provided for future 50 HP VFD's
- 10 KVA Transformer w/primary & secondary protection
- Twenty circuit load center
- UL 698 Label
- Duplex GFI Outlet
- Station low temperature alarm thermostat
- Intrinsically safe transducer & back-up float circuit
- USEMCO "SENTRY" variable speed touch screen controller – AB Micrologix 1400 PLC
- (2) Hand-Off-Autos
- (2) Run lights
- (2) Seal fail relays – KSB
- (2) Overtemp relays
- Dry contacts for Scada
- Ship Loose Items or Spares as follows.
  - ❖ Submersible transducer
  - ❖ (3) Floats
  - ❖ Touch up kit

**NOTE: 1. Some states require that fabricated structures not built on site possess a state certification label. This quote does not include any state label. The customer assumes all liability if the local building inspector requires a state label to approve the project.**

**Price: \$182,816.00** F O B factory. This price does not include any taxes which may apply. Any applicable taxes are the sole responsibility of the buyer. Freight charges allowed to the job site or rail siding of USEMCO's selection. Unloading and special transportation expenses related to job site conditions are not included.

Prices quoted and contained herein are firm provided quotation is accepted within 30 days from date of bid and if approved submittals are received within 60 days after mailed from USEMCO for approval.

Two (2) Operational and Maintenance manuals will be supplied at time of start up. Additional copies may be purchased for \$50.00 each.

Terms. Net thirty (30) days from the date of invoice, or at start up, whichever occurs first, if credit is approved, otherwise due in full upon delivery. These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others. The sale of the equipment described above is made solely and expressly subject to the terms and conditions on the face and reverse side hereof.

Shipment is estimated 16-18 weeks after receipt in USEMCO's office of complete approved submittal data.

One day of factory trained service representative time for startup purposes is included in price. If additional days are required, USEMCO will furnish a factory trained service representative for \$1,000.00 per day, plus travel time and expenses.

This proposal is subject to change until Buyer's offer is accepted by USEMCO. Our sales representative does not have authority to accept this offer.

---

Buyer offers to purchase the equipment this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

Buyer: LW Allen  
Address 4633 Tompkins Drive  
Madison, WI 53716

By: Bill Buckles

---

Offer accepted this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

**USEMCO, Incorporated**  
PO Box 550 Tomah, Wisconsin 54660  
Phone: 608-372-5911

By \_\_\_\_\_  
Bill Draeger

## PROPOSAL

Date: October 24, 2019

Attention: Ruekert-Mielke  
 Project: **G1224** Arrow / ArcSafe Proposal  
 Location: Franklin, WI Lift Station

Quote: NV191224  
 Version: 1

This proposal is based upon the information available at the time that it was created. Proposal is subject to changes due to changes in project conditions. Please contact factory for updates to proposal if changes are made to the design which may affect this proposal.

SCOPE OF SUPPLY			
NO.	QTY.	ITEM	DESCRIPTION
1.1	1	Prefab Lift Station	<b>Arrow G1224 Prefabricated Control Building</b> Specified Exterior Siding & Roofing and Fiberglass Insulated Door w/ Keypad Interior & Exterior Lighting Magnetic Door Switch Thermostatically Controlled Heating & Ventilation Service Entrance Main Fused Disconnect Exterior Termination Junction Boxes and Vented Skirt for Airgap
1.2	1	Pump Controls	<b>ArcSafe® UL Listed Pump Control Center (PCC)</b> 24Vdc Power Supplies 24Vdc Uninterruptible Power Supply Cummins 100 KW enclosed generator Relay Logic Backup Controls w/ Alternating Relay Intrinsic Safe Barrier (Transducer) & Relay(s) (Floats) Phase Monitor Relay 30mm HD LED Push-to-Test Indicators, Pushbuttons, and Selector Switches NEMA Size 1 FVNR Starters Install of (FBO) Pump Protection Modules Control Power Transformers w/ Primary & Secondary Fusing Elapsed Runtime Meters Molded Case Circuits Breakers 65kA Transient Voltage Surge Suppressor 5kVA Lighting Transformer 120V Distribution Circuit Breakers
1.3	1	System Integration	<b>System Integration Services</b> Custom CAD Drawings & PDF Submittals Configuration of Provided Equipment Pre-shipment Testing of provided equipment Operation & Maintenance Manuals Freight for provided equipment

SPECIFICALLY EXCLUDED ITEMS
-----------------------------

- ✕ Utility Metering Equipment
- ✕ Offloading
- ✕ Level Devices
- ✕ Pump Protection Modules
- ✕ Flow Meter, Valves, Piping, Gauges
- ✕ Remote Telemetry Unit
- ✕ Foundation
- ✕ Field Wiring & Installation
- ✕ Demolitions / Removals / Relocations
- ✕ Startup & Training
- Tax(es) [Add if Applicable]
- Any Items and Services not listed in the Proposal

QUOTATION
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**Total NET Price to Ruekert-Mielke for Listed Items & Services: \$177,776.36**  
Freight is included.

Respectfully Submitted,

Nick Valdez  
Electric Pump  
501-515-3737 [Mobile]  
[nickv@pumpcon.com](mailto:nickv@pumpcon.com)

Thank you for the opportunity to provide this proposal  
The terms and conditions are listed on the final 2 pages of this proposal

## TERMS AND CONDITIONS OF THIS PROPOSAL

### ITEMS AND SERVICES

Scope of Supply is limited to the items and services that are specifically named and/or described within the Quotation

### PRICING AND PAYMENT

Pricing is valid for ninety (90) days. Terms are NET 30. Add 1.5% per month for late payment. Pricing is based on the information available at the time of this proposal. Pricing includes items listed in this proposal within the nature outlined in this document. Seller may charge partial payments, progress payments, for item(s) as they are available for delivery even if the customer is not ready to receive the item(s).

### TAXES

In Wisconsin we will add tax unless customer has provided a resale or exemption certificate with the purchase order. Purchases made outside of Wisconsin, customer is responsible for paying state use tax directly if applicable.

### PURCHASE

Starnet Technologies requires either a signed and returned copy of this proposal or a purchase order which references this proposal. Starnet Technologies is an equipment manufacturer and supplier, not a subcontractor, and as such will not accept a subcontract.

### CANCELLATION

Cancellation of purchase is only allowed with sufficient notice as determined by the seller. Seller may charge a percentage of the total sale price for partial completion occurring prior to order cancellation.

### RETURNS AND EXCHANGES

Full or partial returns and/or exchanges are subject to the seller's discretion. Additional charges may be added for exchanges if it is evident that the exchange is due to design or specification errors or inadequacies which are outside of the seller's control or influence. Charges for exchanges will be based on the cost(s) for additional time and material as determined by the seller. Additional charges will be added for returns if they are not covered under agreed upon warranties during the warranty period.

### FORCE MAJEURE

Seller is not responsible for any damages or losses that are due to forces outside of its reasonable control. These include but are not limited to acts of God, improper handling or storage by purchaser, acts of government or government agencies, floods, fires, lightning strikes, etc. Seller will be given adequate time added to project deadlines to provide replacements for items covered under warranty or purchased in addition to original order.

### SUBMITTALS

Submittal documents, if required and included in this proposal, (CAD drawings, data sheets, and other required information) should be available in 4 to 8 weeks after receipt of purchase. Up to seven (7) Hard Copies and one (1) Electronic Copy, if required, will be provided upon request after receipt of purchase. Each additional Hard Copy submittal required will be charged at one-hundred dollars (\$100.00) per copy. Return of approved submittal and/or signed copy of approved review sheet is treated as notice to begin production. Resubmittal(s), if required, will be provided at no additional charge if originals are returned for edits/additions/replacements. Resubmittal(s), if required, will be charged at one-hundred dollars (\$100.00) per copy if originals are not returned.

### EQUIPMENT CABLES

If cables are provided as integral to equipment (e.g. Floats, Transducer, Mag. Meter Cables) they will be provided at fifty (50) feet length standard. Each additional foot will be charged as an adder with pricing being dependent on equipment manufacturer's current rate.

### DELIVERY

Freight, whether prepaid or prepaid & added, is FOB origin. Freight for items included in this proposal is provided for shipment to one location. The location of delivery is presumed to be either the jobsite or the customer's facility. Offloading of equipment upon delivery is not included. Customer or Contractor must provide means for offloading equipment. Some equipment may require a crane or forklift to offload, if a machine is required for offloading it is to be provided and scheduled by the Customer or Contractor.

### INSURANCE

Insurance will be provided for equipment stored at our facility and in transport when delivered by a Starnet Technologies provided truck. Starnet provided insurance does not cover equipment once it is in the possession of the Customer or Contractor.

### SCHEDULING

A two (2) week notice for scheduling of any site visits is recommended. Starnet technicians who perform start-up and similar duties often have appointments and obligations up to two (2) weeks out. Starnet will try to accommodate with a shorter notice if we have someone available. Scheduling is based on a first come first served basis.

*Continued on next page*

<b>TERMS AND CONDITIONS OF THIS PROPOSAL (Continued)</b>
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**START-UP**

If Start-up is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site or phone support is included. A time and material charge will be added for additional site visits if they are due to insufficient facilities or causes outside of the responsibility of Starnet Technologies.

**WARRANTIES**

A one (1) year warranty is provided standard on Starnet provided equipment. On-site work for warranty covered replacements is not included and will be charged at standard time and material rates as applicable. Warranties may be voided by improper installation, unauthorized modifications, or inadequate storage of provided equipment. Warranty period begins at the time of start-up.

**TRAINING**

If Training is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site training is included. Additional time required for training will be charged at our standard rates.

**OPERATION AND MAINTENANCE MANUALS**

Operation and maintenance manuals, if applicable and listed in this proposal, will be available at or after startup of provided equipment. These manuals, if provided, will not be provided until receipt of final payment. Up to four (4) Hard Copies and one (1) Electronic Copy, if required, are included in this proposal. Each additional Hard Copy of Operation and Maintenance required will be charged at one-hundred dollars (\$100.00) per copy.

**CONFIDENTIALITY**

This proposal has been provided with the confidence that it will not be shared with or presented in whole or in part to anyone who is a competitor of Starnet Technologies. The information contained in this document is confidential in nature and is strictly intended to be viewed by customers and official representatives of Starnet Technologies and/or specific product lines manufactured by Starnet Technologies (e.g., Arrow products).

**LIABILITY**

It is understood and agreed that seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by buyer and under no circumstances shall seller be liable for special, indirect or consequential damages. The price stated for the merchandise is a consideration in limiting seller's liability. No action, regardless of form, arising out of the transaction under this agreement may be brought by buyer more than one-year after the cause of action has accrued.

**AGREEMENT**

By signing and returning or providing a purchase order which references this proposal the purchaser acknowledges that they have read, understand, and agree to the terms and conditions of this proposal. If there are any questions or comments in regards to any of the items, services, terms, or conditions of this proposal please contact Starnet Technologies or an official representative as applicable.



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE Nov. 5, 2019
Reports & Recommendations	SUBMITTAL OF THE W. PUETZ ROAD SURFACE TRANSPORTATION URBAN PROGRAM (STP) GRANT APPLICATIONS FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) 2020-2025 PROGRAM CYCLE	ITEM NO. <i>G.14.</i>

### **BACKGROUND**

Many previous budgets have forecasted that Puetz Road would be improved to extend the S. 42<sup>nd</sup> Street to S. 76<sup>th</sup> Street cross-section from S. 27<sup>th</sup> Street (STH 241) to St. Martins Road (STH 100). A Surface Transportation Urban Program (STP) grant was unsuccessfully sought in 2013. On August 6, 2019, Resolution 2019-7531 authorized Concord Group to assist in the preparation of the STP grant for the Wisconsin Department of Transportation (WISDOT) 2020-2025 program cycle. The grant applications were due October 15, 2019, and the timing did not allow Staff to present the completed applications to Common Council at the October 15, 2019, meeting.

### **ANALYSIS**

With the assistance of the Concord Group, Staff submitted two applications. The two sections are S. 27<sup>th</sup> Street (STH 241) to S. 42<sup>nd</sup> Street and S. 76<sup>th</sup> Street to St. Martins Road (STH 100). The two applications are attached.

The 27<sup>th</sup> Street (STH 241) to Hunting Park Drive (42<sup>nd</sup> Street Extended) section is 1.0 miles long. The construction costs are estimated to be approximately \$5.3 million and the total project costs are over \$6.1 million. If awarded, Franklin's portion would be 20%. Design is requested to commence in FY 2021 and construction in FY 2023. Note that the state FY ends June 30 of each year.

The 76<sup>th</sup> Street (CTH U) to St. Martins Drive (STH 100) section is 1.3 miles long. The construction costs are estimated to be approximately \$7.4 million and the total project costs are almost \$8.7 million. If awarded, Franklin's portion would be 20%. Design is requested to commence in FY 2022 and construction in FY 2024.

These projects will be evaluated with projects from other communities and scored accordingly.

### **FISCAL NOTE**

These estimates have been submitted to Finance for consideration of borrowing and spending in future years.

### **OPTIONS**

- A. Place on File and wait for the project scoring and rankings. Or
- B. Direct Staff to rescind one or both applications. Or
- C. Refer back to Staff with further direction.

### **COUNCIL ACTION REQUESTED**

(Option A) No action needed.

Engineering: GEM



## WisDOT 2020-2025 STP-Urban Program Application

**NOTE:** This application is required for each new potential 2020-2025 program cycle project. Please review the application instructions (see link below) to assist you in completing the application.

STP-Urban Application Instructions

### Project Description

Project Sponsor: **City of Franklin** Facility Owner: **City of Franklin**

Project Location:

Municipality: **City of Franklin**

County: **Milwaukee**

On Route: **Puetz Road**

At Route (Start): **27th Street (STH 241)** Offset: (tenths of a mile)

Toward Route (End): **Hunting Park Drive (42nd Street Extended)**

Is the project a planning, administration, or other non-infrastructure project? ☐ Yes ☒ No If yes, please select the type of project and provide a brief explanation: **SELECT**

Please indicate the project's distance from the applicable urban/urbanized area boundary: **SELECT**

**NOTE:** Attach an 8½ x 11 map showing the project location. A WISLR map is **REQUIRED** (refer to the following link: <http://wisconsindot.gov/Pages/doing-bus/local-gov/wislr/default.aspx>)

Length of Project: **1.0** (tenths of a mile)

Average Daily Traffic (ADT): **2700** ADT Year: **2009** Posted or Statutory Speed Limit(s): **30** (mph)

Functional Classification: **Minor Arterial**

Functional classification map change anticipated during this program cycle? ☐ Yes ☒ No

**NOTE:** Roadway must be functionally classified as a Collector or higher to be eligible for funding.

### Existing Facility

Number of Lanes: **2** Lane Width: **12** Cross Section: ☒ Rural ☐ Urban

Pavement Type: **Asphalt** If Combination, explain: Pavement Width: **24**

Pavement Rating: **3** Pavement Condition: **Poor** Year Last Improved:

Shoulder Type: **Gravel/Turf** If Combination, explain: Shoulder Width: **1-3**

Existing Sidewalk? ☐ Yes ☒ No

Are sidewalks designated as part of a regional or local bicycle or pedestrian system? ☐ Yes ☒ No

Existing bicycle/pedestrian accommodations? ☐ Yes ☒ No

Are bicycle/pedestrian accommodations designated as part of a regional or local bicycle or pedestrian system?  
☐ Yes ☒ No

☐ Lighting: **Spot** Lighting Style: **Standard**

Sub-standard alignment? Horizontal: ☐ Yes ☒ No  
 Vertical: ☐ Yes ☒ No

Any federal-aid-eligible structures within the existing facility? ☐ Yes ☒ No If yes, please indicate the structure ID # (s):

Does a railroad facility exist within 1000 feet of the project limits? ☐ Yes ☒ No If yes, specify: **SELECT**

Known Safety Issues? ☐ Yes ☒ No If yes, specify: (consider applying for Highway Safety Improvement Program [HSIP] funds if applicable)

### Project Justification

Explain why the project is needed, including the scope and appropriate detail on the project's uniqueness and complexity. Describe specific deficiencies such as pavement cracking, edge raveling, surface deterioration, substandard geometrics, etc. Include and separately identify any 100% locally funded components of the project that are part of the overall improvement.

**Puetz Road in the City of Franklin is a Minor Arterial roadway. Land within the proposed project limits that fronts Puetz Road is currently zoned predominantly single family residential land use and includes a large section of land designated as the Franklin Woods Park and Nature Center. The main parking lot entrance to Franklin Woods is located approximately at 3634 W. Puetz Road.**

**As stated previously under the Existing Facility description, the pavement is in poor condition and has a PASER rating of approximately 3. The existing rural cross section contains 2 - 12' driving lanes with an approximate 1'-3' shoulder that is predominantly turf surface with a gravel shoulder underlayment. Additional issues that are impacting safety and needing improvements for the roadway are as follows:**

- 1. Improve/promote safety issues and eradicate road narrowness/visibility constraints with reconstructing the roadway with a proper cross section suitable to handle a minor arterial transportation system.**
- 2. Modifying a vertical curve at a hill to improve site/stopping distance issues.**
- 3. Improve local street intersections within the project limits.**
- 4. Construct a proper uniform road section, similar to the roadway improvement performed from Hunting Park Drive to South 76th Street, that includes applicable ROW acquisition, drainage improvements, overhead power/telephone relocation, and associated incidental roadway improvements, etc.**
- 5. Construct a complete pavement reconstruction of the roadway suitable to support the anticipated vehicle loadings.**
- 6. Drainage system upgrades for rural ditch system both roadway edges and at all navigable stream crossings.**
- 7. Properly assess and design wetland/environmental improvements.**
- 8. City will be acquiring necessary uniform 80' ROW throughout project limits as part of project.**

**In summary, the project intent is to align the proposed improvements between project limits of STH 241 (27th Street) and Hunting Park Drive with those previously constructed between Hunting Park Drive and S. 76th St immediately west of this project.**

### Proposed Improvement

**NOTE: Applicants should refer to the traffic data and design standards information in the instructions prior to completing this section of the application.**

Improvement Type: **Reconstuction** If Combination, explain: Overall Length: (feet)

☒ Rural Cross Section Length: **1.0** (tenths of a mile)

☐ Urban Cross Section Length: (tenths of a mile)

Will the project add lanes? ☐ Yes ☒ No If Yes, describe which part(s) of the project will receive

additional lanes.

Grading: ☐ Minimal ☒ Moderate ☐ Extensive

New Pavement Type: **Hot Mix Asphalt** If Combination, explain: Width: **12** Length: **5,335 Feet**

New Shoulder Type: **Asphalt/Gravel** If Combination, explain: Width: **10** Length: **5,335 Feet**

☐ Sidewalk Width: Length:

Are bicycle/pedestrian accommodations required? ☐ Yes ☒ No If yes, specify:

☐ Curb and Gutter Length:

☐ Signals ☐ Roundabout **NOTE: Refer to FDM 11-26 for modern roundabout information**  
(<http://wisconsin.gov/rdwy/fdm/fd-11-26.pdf>).

☐ Railroad improvements

☐ Freight-related improvements

☒ Lighting: **Spot** Lighting Style: **Standard**

☐ Beam Guard

☒ Permanent and Temporary Pavement Marking

☒ Permanent and Temporary Signing

☐ Storm Sewer:

☐ Lateral Storm Sewer Lines Estimated Total Length: Estimated Diameter(s):

☐ Trunk Storm Sewer Lines Estimated Total Length: Estimated Diameter(s):

☐ Storm Sewer Included in Non-participating Construction Cost estimate (see page A-5)

☐ Structure Structure Type: **SELECT** Work Required: **SELECT**

Structure #(s). Sizes and Descriptions:

Traffic Management During Construction: **Road Open with Staged Construction**

Do you anticipate submittal of an exception to standards request? ☐ Yes ☒ No

If yes, please describe:

### Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Archaeological sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Historical sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Lakes, waterways, floodplains	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Wetland	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Stormwater management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Upland habitat	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Section 4(f)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
<b>Franklin Woods Park and Nature Center</b>				
Section 6(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:

## Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): **N/A**

Has there been any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

Right of Way: **(NOTE: It is recommended that local funds be used to acquire right of way.)**

Check all that are applicable.

- ☐ None ☐ Less than ½ acre ☐ More than ½ acre  
☐ Parklands ☐ Large parcels ☒ Strips ☒ Temporary interests

Other Funding Sources: Has the municipality anticipated, requested or been approved for other federal or state funding from WisDOT for the improvement? ☐ Yes ☒ No If yes, please indicate all of the other funding sources that are anticipated, have been requested, or approved with the associated project ID(s):

Highway Safety Improvement Program (HSIP)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Local Roads Improvement Program (LRIP)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Railroad Programs (see instructions)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Local Bridge Program	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Surface Transportation Program - Rural	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Congestion Mitigation and Air Quality (CMAQ)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Transportation Alternatives Program	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Transportation Economic Assistance Program	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Disaster Damage Aids	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Other:	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

## CONFIDENTIAL INFORMATION

Cost Estimate, Project Priority, and Scheduling (do not include pages A-5 and A-6 in the Concept Definition Report [CDR])

Applicants should reference the following WisDOT web page prior to completing this section of the application:  
<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx>

NOTE: Requesting design and construction projects in the same fiscal year is not allowed. All applications must include a sheet documenting the calculations performed to create the estimate(s).

☒ Tied Projects? All requests for design must be tied to a construction project. Please indicate which projects will be tied (if applicable):

☒ Construction:

Basis for Construction Estimate: ☒ Itemized ☐ Per Mile ☐ Past Projects  
☒ Other, specify: Percent of construction

Project Priority: Construction 3

☐ FY 2021 ☐ FY 2022 ☒ FY 2023 ☐ FY 2024 ☐ FY 2025

Roadway:

Federal Share of the Participating Construction Cost (80%)	\$4,267,406
Local Share of the Participating Construction Cost (20%)	\$1,066,852
Non-Participating Construction Cost (100% Local)	\$

Structure(s) (if applicable):

Federal Share of the Participating Construction Cost (80%)	\$
Local Share of the Participating Construction Cost (20%)	\$
Non-Participating Construction Cost (100% Local)	\$

A. Subtotal Construction Costs \$5,334,258

B. Construction Engineering Costs \$

C. State Review for Construction (see instructions, page I-8, Table 1) \$

Construction with State Review Cost Estimate (sum lines A, B and C) \$

☒ Design:

☐ 100% Locally Funded (state review is required to be included as 100% locally funded) OR  
☒ 80% Federally Funded ("state review only" projects are not allowed)

Project Priority: Design 1

☒ FY 2021 ☐ FY 2022 ☐ FY 2023 ☐ FY 2024 ☐ FY 2025

A. Plan Development (see instructions page I-9, Table 1) Percentage: 13 % \$693,454

B. State Review for Design (see instructions, page I-9, Table 1) Percentage: % \$

Design with State Review Cost Estimate (sum lines A and B) \$

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

## CONFIDENTIAL INFORMATION (continued)

☒ **Real Estate:** (Recommend funding with local funds.)

Project Priority: **Real Estate Acquisition 2**

☐ FY 2021    ☒ FY 2022    ☐ FY 2023    ☐ FY 2024    ☐ FY 2025

Total Real Estate Cost (Round to next \$1,000)

\$105,000

**Cost Estimate, Project Priority, and Scheduling (do not include pages A-5 and A-6 in the Concept Definition Report [CDR])**

☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)

Project Priority:

☐ FY 2021    ☐ FY 2022    ☐ FY 2023    ☐ FY 2024    ☐ FY 2025

Total Utility Cost (Round to next \$1,000)

\$

NOTE: WisDOT Utility Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>

☐ **Other (Planning, Administration, or Other Non-infrastructure):**

Project Priority:

☐ FY 2021    ☐ FY 2022    ☐ FY 2023    ☐ FY 2024    ☐ FY 2025

Total Other Cost (Round to next \$1,000)

\$

**WisDOT Information – Shaded area to be completed by WisDOT staff only.**

### Additional Confidential Information

**FOR WISDOT USE ONLY – enter the following information at application review**

WisDOT Region Reviewer:

Date:

WisDOT Region Comments on Application:

**FOR WISDOT USE ONLY – enter the following information after project approval**

Approved Federal Funding Amount: Construction: \$

Design: \$

Real Estate: \$

Utility: \$

Other: \$



## Key Program Requirements Confirmation

Please confirm your understanding of the following project conditions by **typing your name, title and initials** in the boxes at the bottom of this page **A Head of Government/Designee with fiscal authority for the project sponsor, not a consultant, must initial below AND sign the next page of this application.**

- a. All Federal Funding will be limited at the estimate amount unless an increase is approved by WisDOT. Additional costs incurred over the limit will be 100% the responsibility of the project sponsor.
- b. A federally funded design project must be tied to a construction project. Stand alone design projects are no longer eligible for funding (this does not apply to MPO area projects)
- c. Only new projects may apply, existing projects are ineligible for additional funds through the new cycle process. Existing projects requiring additional funds are encouraged to use the existing Project Change and Cost Increase processes.
- c. Federally-funded projects must be designed in accordance with all applicable federal design standards (even if the design for a federally-funded project was 100% locally funded).
- d. The sponsor must provide matching dollar funding of at least 20% of project costs.
- e. The sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. As the work progresses, the state will bill the project sponsor for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- g. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly authorized officers or officials, agrees and authorizes the state to set off and withhold the required reimbursement amount as determined by the state from any moneys otherwise due and payable by the state to the municipality.
- h. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- i. For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding for only state review for design projects.
- j. The sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of design and construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same 80% federal and 20% local match requirements.
- k. Transportation construction projects using federal funds except sidewalks, are likely general improvements that primarily benefit the public at large and for which special assessments cannot be levied under s. 66.0703, Wis. Stats. Municipalities desiring to obtain the required local project funding through special assessments levied against particular parcels should seek advice of legal counsel. See *Hildebrand v. Menasha*, 2011 WI App 83.

I confirm that I have read and understand project conditions (a) through (k) listed above.

Name: Glenn E. Morrow, P.E. Title: City Engineer/Director of Public Works

Accepted (please type your initials here): GEM

### Contact Information and Signatures

Application prepared by a consultant? ☒ Yes ☐ No If yes, consultant information and signature required below.

Consultant Company Name: **The Concord Group** Company Location (City, State): **Milwaukee, WI**

Consultant Signature (electronic only): James R. Joehnk, P.E. Date:

**10/14/19**

**NOTE:** On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project. A municipality could start their consultant selection process early enough and make the application part of the scope of services with the understanding that all costs incurred prior to authorization will be the responsibility of the local municipality.

See FDM 8-5-3 for additional information: <http://wisconsindot.gov/rdwy/fdm/fd-08-05.pdf>

Sponsor Agency: **City of Franklin**

Contact Person: **Glen E. Morrow, P. E.** (Note: must be Head of Government or Designee)

Title: **City Engineer/Director of Public Works**

Address: **9229 West Loomis Road, Franklin, WI 53132**

Telephone: **414.425-7510**

Email: **gmorrow@franklinwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below confirms that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): Glen E. Morrow

Date: **10/14/19**

Local Unit of Government Agency (when owner differs from sponsor):

Owner Signature (when owner differs from sponsor) (electronic only): Date:

**WisDOT Information – Shaded area to be completed by WisDOT staff only.**

#### FOR WISDOT USE ONLY – enter the following information at application review

**NOTE:** Please add any WisDOT application comments in the comments section on the Confidential page A-6.

Subprogram: Project Improvement Type:

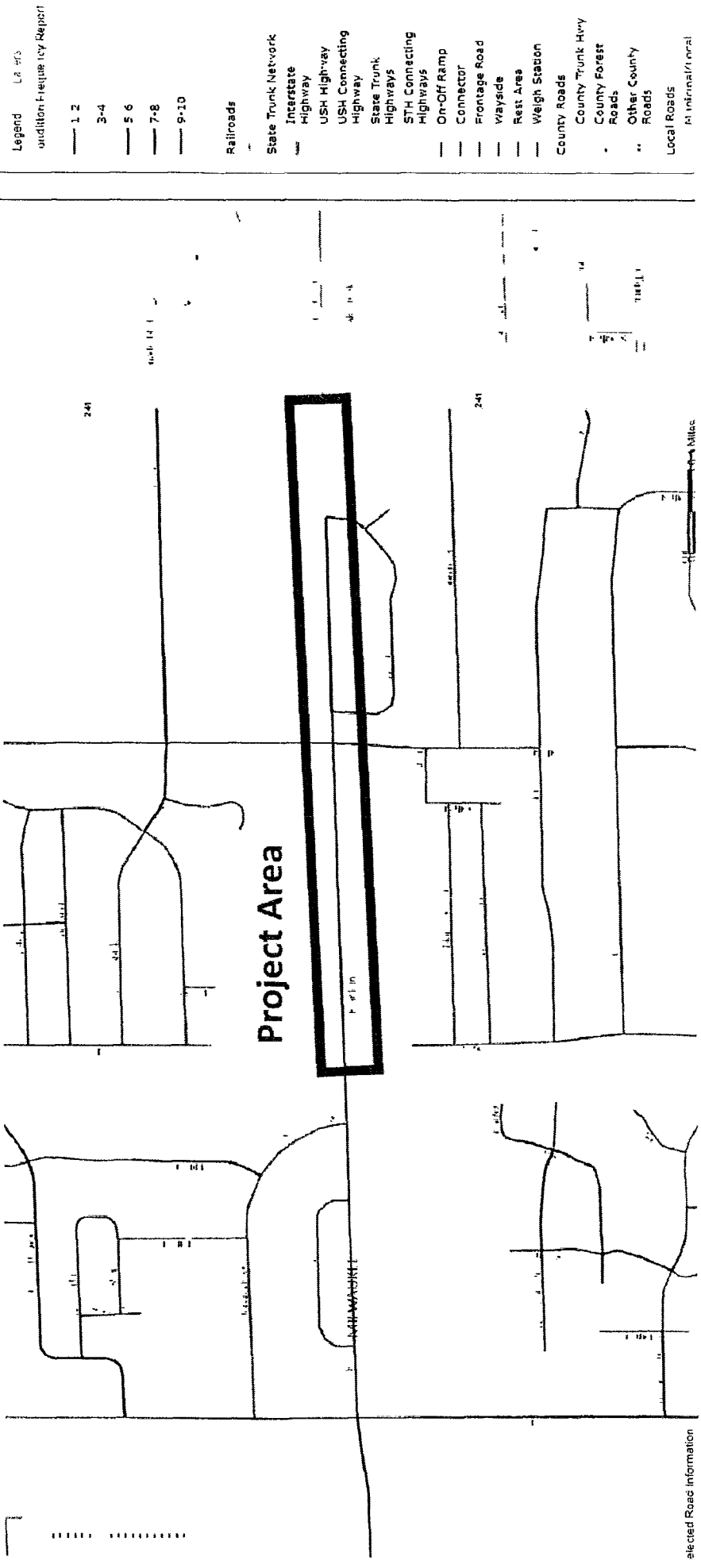
Anticipated Environmental Document Type (e.g., CE, ER, EA, EIS):

Region Reviewer's Name:

Reviewer's Title:

Date Received:

WisDOT Region Reviewers Signature:	Date:
<b>FOR WISDOT USE ONLY – enter the following information after project approval</b>	
Project ID(s):	





55 East Monroe Street  
Suite 2850  
Chicago, IL 60603  
312 424 0250 T  
[www.concord-cc.com](http://www.concord-cc.com)

## City of Franklin

# Franklin Puetz Rd Reconstruction 27th St-42nd St

Franklin, WI

### **Conceptual Estimate**

October 14, 2019

Project: 2019G953

#### **Prepared For:**

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

### NOTES REGARDING PREPARATION OF ESTIMATE

This estimate was prepared based on the following documents provided by the City of Franklin:

1. Puetz Road Reconstruction Drawings provided by City of Franklin dated August 18, 1997.
2. Puetz Road Reconstruction Project Manual provided by City of Franklin dated October 10, 1997.
3. Information regarding the project was also obtained via meetings, phone conversations, and email messages that clarified the project scope.

### BIDDING PROCESS - MARKET CONDITIONS

This document is based on the measurement and pricing of quantities wherever information is provided and/or reasonable assumptions for other work not covered in the drawings or specifications, as stated within this document. Unit rates have been generated from current material/labor rates, historical production data, and discussions with relevant subcontractors and material suppliers. The unit rates reflect current bid costs in the area. All unit rates relevant to subcontractor work include the subcontractors overhead and profit unless otherwise stated.

Pricing reflects probable construction costs obtainable in the Franklin, Wisconsin area on the bid date. This estimate is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors with a minimum of 3 bidders for all items of subcontracted work and a minimum of 3 bidders for a general contractor. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since The Concord Group has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, this statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents The Concord Group's best judgment as professional construction cost consultants familiar with the construction industry. However, The Concord Group cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

### ASSUMED CONSTRUCTION PARAMETERS

The pricing is based on the following project parameters.

1. East Side construction start date of Spring, 2023
2. East Side substantial completion date of Fall, 2023
3. The contract will be competitively bid to multiple contractors.
4. All contractors will be required to pay prevailing wages.
5. There are no phasing requirements.
6. The contractors will have full access to the site during normal working hours
7. Estimate includes pricing as of September 2019



#### **EXCLUSIONS**

The following are excluded from the cost of this estimate:

1. Professional Design Fees
2. Testing Fees
3. Owner Contingencies/Scope Changes
4. Premium Time / Restrictions on Contractor Working Hours
5. Finance and Legal Charges
6. Environmental Abatement Costs
7. Contaminated Soil Removal
8. Unsuitable Soil Removal
9. Temporary Facilities
10. Land Purchases
11. Tree Replacement
12. Relocating Electrical Power Poles



**COST SUMMARY- EAST SIDE BUILDING TOTAL**

<b>01000</b>	GENERAL REQUIREMENTS	\$0
<b>02000</b>	EXISTING CONDITIONS	\$0
<b>03000</b>	CONCRETE	\$0
<b>04000</b>	MASONRY	\$0
<b>05000</b>	METALS	\$0
<b>06000</b>	WOODS, PLASTICS & COMPOSITES	\$0
<b>07000</b>	THERMAL & MOISTURE PROTECTION SYSTEM	\$0
<b>08000</b>	OPENINGS	\$0
<b>09000</b>	FINISHES	\$0
<b>10000</b>	SPECIALTIES	\$0
<b>11000</b>	EQUIPMENT	\$0
<b>12000</b>	FURNISHINGS	\$0
<b>13000</b>	SPECIAL CONSTRUCTION	\$0
<b>14000</b>	CONVEYING EQUIPMENT	\$0
<b>21000</b>	FIRE SUPPRESSION	\$0
<b>22000</b>	PLUMBING	\$0
<b>23000</b>	HEATING, VENTILATING & AIR CONDITIONING	\$0
<b>26000</b>	ELECTRICAL	\$0
<b>27000</b>	COMMUNICATIONS	\$0
<b>28000</b>	ELECTRONIC SAFETY AND SECURITY	\$0
<b>31000</b>	EARTHWORK	\$1,269,452
<b>32000</b>	EXTERIOR IMPROVEMENTS	\$1,368,697
<b>33000</b>	UTILITIES	\$587,554

**CONSTRUCTION CONTINGENCY**

UNIDENTIFIED SCOPE ITEMS	15.0%	\$483,855
GENERAL CONDITIONS/BOND/INSURANCE	8.5%	\$315,312
CONTRACTOR'S FEES	4.0%	\$160,995
ESCALATION TO MID-POINT OF CONSTRUCTION	15.9%	\$663,460

**TOTAL ESTIMATED BID COSTS**

CONSTRUCTION CONTINGENCY	10.0%	\$484,933
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**TOTAL ESTIMATED CONSTRUCTION COSTS**



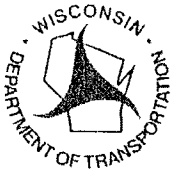


DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>31000 EARTHWORK</b>				
31100 Site Preparation & Excavation				
Remove pavement	22,759	SQYD	6.74	153,393
Remove fence	300	LNFT	2.16	649
Clearing	7	ACRE	5,686.63	39,863
Grubbing	7	ACRE	1,165.76	8,172
Excavate for hill shaving	1,778	CUYD	5.29	9,402
Excavate for open ditch	19,040	CUYD	5.29	100,684
Excavate for roadway	14,330	CUYD	5.29	75,777
Haul off excavated material	31,379	CUYD	24.66	773,681
Stockpile topsoil on site	3,768	CUYD	5.37	20,235
<b>SUBTOTAL Site Preparation &amp; Excavation</b>				<b>\$1,181,855</b>
31600 Erosion & Sedimentation Control				
Erosion control	5,355	LNFT	16.36	87,597
<b>SUBTOTAL Erosion &amp; Sedimentation Control</b>				<b>\$87,597</b>
<b>TOTAL: EARTHWORK</b>				<b>\$1,269,452</b>
<b>32000 EXTERIOR IMPROVEMENTS</b>				
32100 Pavement				
Crushed aggregate base course	5,900	CUYD	36.50	215,339
Crushed aggregate base course, open graded #2	4,297	CUYD	41.65	178,962
Asphalt pavement, type LV, 3" thk	1,607	TON	84.40	135,636
Asphalt pavement, type MV, 6" thk	5,422	TON	75.58	409,808
Roadway line striping	5,355	LNFT	2.21	11,838
Geotextile fabric, type DF at pipe underdrain	64,260	SQFT	1.12	72,164
Restore existing driveway to previous condition	51	EACH	1,884.29	96,099
<b>SUBTOTAL Pavement</b>				<b>\$1,119,846</b>
32600 Landscaping				
Spread stockpiled topsoil for sod, TLE/PLE	3,768	CUYD	5.50	20,741
Seeding, fertilizer and fine grading, machine, PLE	171,360	SQFT	0.67	114,520
Seeding, fertilizer and fine grading, machine, TLE	133,875	SQFT	0.67	89,469
Sod lawn - allow	1,000	SQFT	0.97	968
<b>SUBTOTAL Landscaping</b>				<b>\$225,697</b>
32700 Site Furnishings				
Pole mounted signage - Allowance	25	EACH	926.15	23,154
<b>SUBTOTAL Site Furnishings</b>				<b>\$23,154</b>
<b>TOTAL: EXTERIOR IMPROVEMENTS</b>				<b>\$1,368,697</b>
<b>33000 UTILITIES</b>				
33200 Site Water Service				
Fire hydrant, relocate existing including auxillary valves	27	EACH	8,314.88	224,502



City of Franklin  
Franklin Puetz Rd Reconstruction  
27th St-42nd St  
Conceptual Estimate  
10/14/2019

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
SUBTOTAL Site Water Service				\$224,502
33300 Site Sanitary & Storm Sewer				
Storm sewer pipe culverts, RCP, avg 24"	1,020	LNFT	81.58	83,215
Storm sewer system modifications - Allowance per intersection	4	EACH	21,358.00	85,432
Subsoil drainage pipe, perforated PVC, 6"	10,710	LNFT	8.99	96,278
SUBTOTAL Site Sanitary & Storm Sewer				\$264,924
33800 Site Electrical				
Miscellaneous site electrical - Allowance	5,355	LNFT	18.32	98,128
SUBTOTAL Site Electrical				\$98,128
TOTAL: UTILITIES				\$587,554



## WisDOT 2020-2025 STP-Urban Program Application

**NOTE:** This application is required for each new potential 2020-2025 program cycle project. Please review the application instructions (see link below) to assist you in completing the application.

[STP-Urban Application Instructions](#)

### Project Description

Project Sponsor: **City of Franklin** Facility Owner **City of Franklin**

Project Location:

Municipality: **City of Franklin**

County: **Milwaukee**

On Route: **Puetz Road**

At Route (Start): **76th Street (CTH U)** Offset: (tenths of a mile)

Toward Route (End): **St. Martins Drive (STH 100)**

Is the project a planning, administration, or other non-infrastructure project? ☐ Yes ☒ No If yes, please select the type of project and provide a brief explanation: **SELECT**

Please indicate the project's distance from the applicable urban/urbanized area boundary: **SELECT**

**NOTE:** Attach an 8½ x 11 map showing the project location. A WISLR map is **REQUIRED** (refer to the following link: <http://wisconsindot.gov/Pages/doing-bus/local-gov/wislr/default.aspx>)

Length of Project: **1.3** (tenths of a mile)

Average Daily Traffic (ADT): **2500** ADT Year: **2009** Posted or Statutory Speed Limit(s): **35** (mph)

Functional Classification: **Minor Arterial**

Functional classification map change anticipated during this program cycle? ☐ Yes ☒ No

**NOTE:** Roadway must be functionally classified as a Collector or higher to be eligible for funding.

### Existing Facility

Number of Lanes: **2**

Lane Width: **12**

Cross Section: ☒ Rural ☐ Urban

Pavement Type: **Asphalt**

If Combination, explain:

Pavement Width **24**

Pavement Rating: **3**

Pavement Condition: **Poor** Year Last Improved

Shoulder Type: **Gravel/Turf** If Combination, explain:

Shoulder Width: **1-3**

Existing Sidewalk? ☐ Yes ☒ No

Are sidewalks designated as part of a regional or local bicycle or pedestrian system? ☐ Yes ☒ No

Existing bicycle/pedestrian accommodations? ☐ Yes ☒ No

Are bicycle/pedestrian accommodations designated as part of a regional or local bicycle or pedestrian system?  
☐ Yes ☒ No

☐ Lighting: **Spot**

Lighting Style: **Standard**

Sub-standard alignment? Horizontal: ☐ Yes ☒ No  
 Vertical: ☐ Yes ☒ No

Any federal-aid-eligible structures within the existing facility? ☐ Yes ☒ No If yes, please indicate the structure ID # (s)

Does a railroad facility exist within 1000 feet of the project limits? ☐ Yes ☒ No If yes, specify. **SELECT**

Known Safety Issues? ☐ Yes ☒ No If yes, specify: (consider applying for Highway Safety Improvement Program [HSIP] funds if applicable)

## Project Justification

Explain why the project is needed, including the scope and appropriate detail on the project's uniqueness and complexity. Describe specific deficiencies such as pavement cracking, edge raveling, surface deterioration, substandard geometrics, etc. Include and separately identify any 100% locally funded components of the project that are part of the overall improvement.

**Puetz Road in the City of Franklin is a Minor Arterial roadway. Land within the proposed project limits that fronts Puetz Road is currently zoned predominantly single family residential land use and has a setion of wetlands/open space and associated Legend Creek drainage way near the west section of the project.**

**As stated previously under the Existing Facility description, the pavement is in poor condition and has a PASER rating of approximately 3. The existing rural cross section contains 2 - 12' driving lanes with an approximate 1'-3' shoulder that is predominantly turf surface with a gravel shoulder underlayment. Additional issues that are impacting safety and needing improvements for the roadway are as follows:**

- 1. Improve/promote safety issues and eradicate road narrowness/visibility constraints with reconstructing the roadway with a proper cross section suitable to handle a minor arterial transportation system.**
- 2. Modifying vertical curves at two hills to improve site/stopping distance issues.**
- 3. Improve local street intersections within the project limits.**
- 4. Construct a proper uniform road section, similar to the roadway improvement performed from Hunting Park Drive to South 76th Street, that includes applicable ROW acquisition, drainage improvements, overhead power/telephone relocation, and associated incidental roadway improvements, etc.**
- 5. Construct a complete pavement reconstruction of the roadway suitable to support the anticipated vehicle loadings.**
- 6. Drainage system upgrades for rural ditch system both roadway edges and at all navigable stream crossings.**
- 7. Properly assess and design wetland/environmental improvements associated with the Legend Creek drainage way.**
- 8. City will be acquiring necessary uniform 80' ROW throughout project limits as part of project.**

**In summary, the project intent is to align the proposed improvements between project limits of S. 76th Street (CTH U) and St. Martins Drive (STH 100) with those previously constructed between Hunting Park Drive and S. 76th St immediately east of this project.**

## Proposed Improvement

**NOTE: Applicants should refer to the traffic data and design standards information in the instructions prior to completing this section of the application.**

Improvement Type. **Reconstuction** If Combination, explain: Overall Length: (feet)

☒ Rural Cross Section Length **1.3** (tenths of a mile)

☐ Urban Cross Section Length (tenths of a mile)

Will the project add lanes? ☐ Yes ☒ No If Yes, describe which part(s) of the project will receive

additional lanes:

Grading: ☐ Minimal ☒ Moderate ☐ Extensive

New Pavement Type: **Hot Mix Asphalt** If Combination, explain:

Width: **12** Length: **6,955 Feet**

New Shoulder Type: **Asphalt/Gravel** If Combination, explain:

Width: **10** Length: **6,955 Feet**

☐ Sidewalk Width: Length:

Are bicycle/pedestrian accommodations required? ☐ Yes ☒ No If yes, specify.

☐ Curb and Gutter Length:

☐ Signals ☐ Roundabout **NOTE: Refer to FDM 11-26 for modern roundabout information**  
(<http://wisconsindot.gov/rdwy/fdm/fd-11-26.pdf>).

☐ Railroad improvements

☐ Freight-related improvements

☒ Lighting: **Spot** Lighting Style: **Standard**

☐ Beam Guard

☒ Permanent and Temporary Pavement Marking

☒ Permanent and Temporary Signing

☐ Storm Sewer:

☐ Lateral Storm Sewer Lines Estimated Total Length: Estimated Diameter(s):

☐ Trunk Storm Sewer Lines Estimated Total Length: Estimated Diameter(s):

☐ Storm Sewer Included in Non-participating Construction Cost estimate (see page A-5)

☐ Structure Structure Type: **SELECT** Work Required: **SELECT**

Structure #(s): Sizes and Descriptions:

Traffic Management During Construction: **Road Open with Staged Construction**

Do you anticipate submittal of an exception to standards request? ☐ Yes ☒ No

If yes, please describe:

### Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Archaeological sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Historical sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Lakes, waterways, floodplains	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Wetland	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Stormwater management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Upland habitat	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Section 4(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 6(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:

### Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events). **N/A**

Has there been any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

Right of Way: **(NOTE: It is recommended that local funds be used to acquire right of way.)**

Check all that are applicable

☐ None ☐ Less than ½ acre ☐ More than ½ acre  
☐ Parklands ☐ Large parcels ☒ Strips ☒ Temporary interests

Other Funding Sources: Has the municipality anticipated, requested or been approved for other federal or state funding from WisDOT for the improvement? ☐ Yes ☒ No If yes, please indicate all of the other funding sources that are anticipated, have been requested, or approved with the associated project ID(s):

Highway Safety Improvement Program (HSIP)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Local Roads Improvement Program (LRIP)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Railroad Programs (see instructions)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Local Bridge Program	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Surface Transportation Program - Rural	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Congestion Mitigation and Air Quality (CMAQ)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Transportation Alternatives Program	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Transportation Economic Assistance Program	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Disaster Damage Aids	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:
Other:	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	<input type="checkbox"/> Approved	ID:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

## CONFIDENTIAL INFORMATION

Cost Estimate, Project Priority, and Scheduling (do not include pages A-5 and A-6 in the Concept Definition Report [CDR])

Applicants should reference the following WisDOT web page prior to completing this section of the application:  
<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx>

NOTE: Requesting design and construction projects in the same fiscal year is not allowed. All applications must include a sheet documenting the calculations performed to create the estimate(s).

☒ Tied Projects? All requests for design must be tied to a construction project. Please indicate which projects will be tied (if applicable):

☒ Construction:

Basis for Construction Estimate: ☒ Itemized ☐ Per Mile ☐ Past Projects  
☒ Other, specify: **Percent of construction**

Project Priority: **Construction 6**

☐ FY 2021 ☐ FY 2022 ☐ FY 2023 ☒ FY 2024 ☐ FY 2025

Roadway:

Federal Share of the Participating Construction Cost (80%)	\$5,920,355
Local Share of the Participating Construction Cost (20%)	\$1,480,089
Non-Participating Construction Cost (100% Local)	\$

Structure(s) (if applicable):

Federal Share of the Participating Construction Cost (80%)	\$
Local Share of the Participating Construction Cost (20%)	\$
Non-Participating Construction Cost (100% Local)	\$

A. Subtotal Construction Costs \$7,400,444

B. Construction Engineering Costs \$

C. State Review for Construction (see instructions, page I-8, Table 1) \$

Construction with State Review Cost Estimate (sum lines A, B and C) \$

☒ Design:

☐ 100% Locally Funded (state review is required to be included as 100% locally funded) OR  
☒ 80% Federally Funded ("state review only" projects are not allowed)

Project Priority: **Design 4**

☐ FY 2021 ☒ FY 2022 ☐ FY 2023 ☐ FY 2024 ☐ FY 2025

A. Plan Development (see instructions page I-9, Table 1) Percentage: 15 % \$1,110,067

B. State Review for Design (see instructions, page I-9, Table 1) Percentage: % \$

Design with State Review Cost Estimate (sum lines A and B) \$

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

## CONFIDENTIAL INFORMATION (continued)

☒ **Real Estate:** (Recommend funding with local funds )

Project Priority: **Real Estate Acquisition 5**

☐ FY 2021   ☐ FY 2022   ☒ FY 2023   ☐ FY 2024   ☐ FY 2025

Total Real Estate Cost (Round to next \$1,000)

**\$160,000**

**Cost Estimate, Project Priority, and Scheduling (do not include pages A-5 and A-6 in the Concept Definition Report [CDR])**

☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)

Project Priority:

☐ FY 2021   ☐ FY 2022   ☐ FY 2023   ☐ FY 2024   ☐ FY 2025

Total Utility Cost (Round to next \$1,000)

\$

NOTE: WisDOT Utility Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>

☐ **Other (Planning, Administration, or Other Non-infrastructure):**

Project Priority:

☐ FY 2021   ☐ FY 2022   ☐ FY 2023   ☐ FY 2024   ☐ FY 2025

Total Other Cost (Round to next \$1,000)

\$

**WisDOT Information – Shaded area to be completed by WisDOT staff only.**

### Additional Confidential Information

**FOR WISDOT USE ONLY – enter the following information at application review**

WisDOT Region Reviewer:

Date:

WisDOT Region Comments on Application:

**FOR WISDOT USE ONLY – enter the following information after project approval**

Approved Federal Funding Amount: Construction: \$

Design: \$

Real Estate: \$

Utility: \$

Other: \$



## Key Program Requirements Confirmation

Please confirm your understanding of the following project conditions by **typing your name, title and initials** in the boxes at the bottom of this page. **A Head of Government/Designee with fiscal authority for the project sponsor, not a consultant, must initial below AND sign the next page of this application.**

- a. All Federal Funding will be limited at the estimate amount unless an increase is approved by WisDOT. Additional costs incurred over the limit will be 100% the responsibility of the project sponsor.
- b. A federally funded design project must be tied to a construction project. Stand alone design projects are no longer eligible for funding (this does not apply to MPO area projects).
- c. Only new projects may apply, existing projects are ineligible for additional funds through the new cycle process. Existing projects requiring additional funds are encouraged to use the existing Project Change and Cost Increase processes
- c. Federally-funded projects must be designed in accordance with all applicable federal design standards (even if the design for a federally-funded project was 100% locally funded).
- d. The sponsor must provide matching dollar funding of at least 20% of project costs.
- e. The sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. As the work progresses, the state will bill the project sponsor for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- g. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly authorized officers or officials, agrees and authorizes the state to set off and withhold the required reimbursement amount as determined by the state from any moneys otherwise due and payable by the state to the municipality.
- h. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- i. For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding for only state review for design projects.
- j. The sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of design and construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same 80% federal and 20% local match requirements.
- k. Transportation construction projects using federal funds except sidewalks, are likely general improvements that primarily benefit the public at large and for which special assessments cannot be levied under s 66 0703, Wis Stats. Municipalities desiring to obtain the required local project funding through special assessments levied against particular parcels should seek advice of legal counsel. See *Hildebrand v Menasha*, 2011 WI App 83

I confirm that I have read and understand project conditions (a) through (k) listed above

Name: Glenn E. Morrow, P.E.

Title: City Engineer/Director of Public Works

Accepted (please type your initials here): GEM

### Contact Information and Signatures

Application prepared by a consultant? ☒ Yes ☐ No If yes, consultant information and signature required below.

Consultant Company Name: **The Concord Group** Company Location (City, State): **Milwaukee, WI**

Consultant Signature (electronic only): James R. Joehnk, P.E.

Date:

**10/14/19**

**NOTE:** On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project. A municipality could start their consultant selection process early enough and make the application part of the scope of services with the understanding that all costs incurred prior to authorization will be the responsibility of the local municipality.

See FDM 8-5-3 for additional information: <http://wisconsindot.gov/rdwy/fdm/fd-08-05.pdf>

Sponsor Agency: **City of Franklin**

Contact Person: **Glen E. Morrow, P. E.**

(Note: must be Head of Government or

Designee)

Title: **City Engineer/Director of Public Works**

Address: **9229 West Loomis Road, Franklin, WI 53132**

Telephone: **414.425-7510**

Email: **gmorrow@franklinwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below confirms that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): Glen E. Morrow

Date: **10/14/2019**

Local Unit of Government Agency (when owner differs from sponsor):

Owner Signature (when owner differs from sponsor) (electronic only):

Date:

**WisDOT Information – Shaded area to be completed by WisDOT staff only.**

#### FOR WISDOT USE ONLY – enter the following information at application review

**NOTE:** Please add any WisDOT application comments in the comments section on the Confidential page A-6.

Subprogram: **Project Improvement Type**

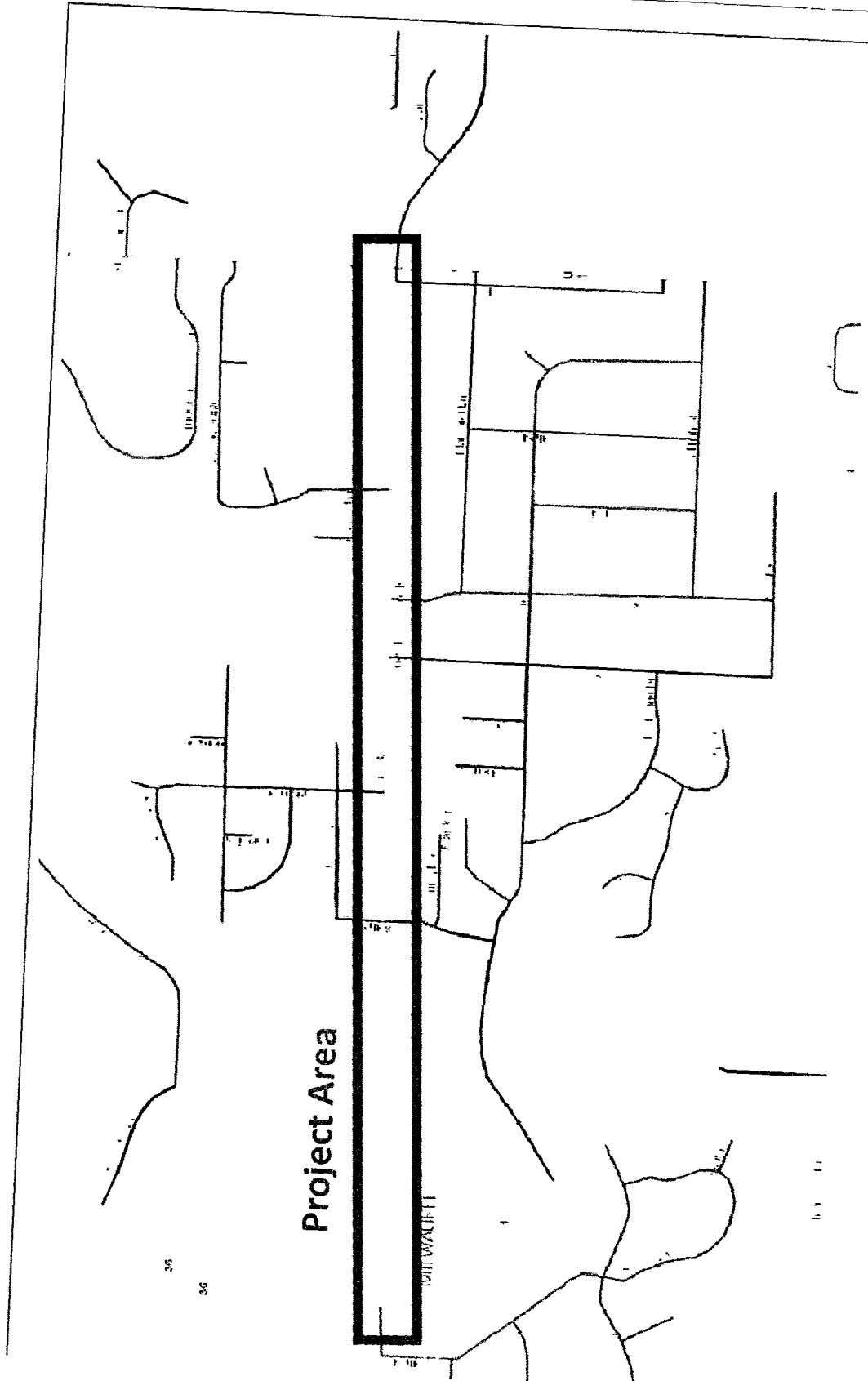
Anticipated Environmental Document Type (e.g., CE, ER, EA, EIS):

Region Reviewer's Name:

Reviewer's Title:

Date Received:

WisDOT Region Reviewers Signature:	Date:
<b>FOR WISDOT USE ONLY – enter the following information after project approval</b>	
Project ID(s):	



# Project Area

- Legend**
- Condition Frequency Report
- 1 2
  - 3 4
  - 5-6
  - 7 8
  - 9 10
- Railroads**
- State Trunk Network
  - Interstate Highway
  - USH Highway
  - USH Connecting Highway
  - State Trunk Highways
  - STH Connecting Highways
  - On Off Ramp
  - Connector
  - Frontage Road
  - Wayside
  - Rest Area
  - Weigh Station
  - County Roads
  - County Trunk Hwy
  - County Forest Roads
  - Other County Roads
  - Local Roads



55 East Monroe Street  
Suite 2850  
Chicago, IL 60603  
312 424 0250 T  
[www.concord-cc.com](http://www.concord-cc.com)

## City of Franklin

# Franklin Puetz Rd Reconstruction 76th St-St. Martins Rd

Franklin, WI

### **Conceptual Estimate**

October 14, 2019

Project: 2019G953

#### **Prepared For:**

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

## NOTES REGARDING PREPARATION OF ESTIMATE

This estimate was prepared based on the following documents provided by the City of Franklin:

1. Puetz Road Reconstruction Drawings provided by City of Franklin dated August 18, 1997.
2. Puetz Road Reconstruction Project Manual provided by City of Franklin dated October 10, 1997.
3. Information regarding the project was also obtained via meetings, phone conversations, and email messages that clarified the project scope.

## BIDDING PROCESS - MARKET CONDITIONS

This document is based on the measurement and pricing of quantities wherever information is provided and/or reasonable assumptions for other work not covered in the drawings or specifications, as stated within this document. Unit rates have been generated from current material/labor rates, historical production data, and discussions with relevant subcontractors and material suppliers. The unit rates reflect current bid costs in the area. All unit rates relevant to subcontractor work include the subcontractors overhead and profit unless otherwise stated.

Pricing reflects probable construction costs obtainable in the Franklin, Wisconsin area on the bid date. This estimate is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors with a minimum of 3 bidders for all items of subcontracted work and a with a minimum of 3 bidders for a general contractor. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since The Concord Group has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, this statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents The Concord Group's best judgment as professional construction cost consultants familiar with the construction industry. However, The Concord Group cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

## ASSUMED CONSTRUCTION PARAMETERS

The pricing is based on the following project parameters:

1. West Side construction start date of Spring, 2024
2. West Side substantial completion date of Spring, 2025
3. The contract will be competitively bid to multiple contractors
4. All contractors will be required to pay prevailing wages
5. There are no phasing requirements
6. The contractors will have full access to the site during normal working hours
7. Estimate includes pricing as of September 2019.



#### **EXCLUSIONS**

The following are excluded from the cost of this estimate:

1. Professional Design Fees
2. Testing Fees
3. Owner Contingencies/Scope Changes
4. Premium Time / Restrictions on Contractor Working Hours
5. Finance and Legal Charges
6. Environmental Abatement Costs
7. Contaminated Soil Removal
8. Unsuitable Soil Removal
9. Temporary Facilities
10. Land Purchases
11. Tree Replacement
12. Relocating Electrical Power Poles



COST SUMMARY - WEST SIDE		BIDDING 01A
01000	GENERAL REQUIREMENTS	\$0
02000	EXISTING CONDITIONS	\$0
03000	CONCRETE	\$0
04000	MASONRY	\$0
05000	METALS	\$0
06000	WOODS, PLASTICS & COMPOSITES	\$0
07000	THERMAL & MOISTURE PROTECTION SYSTEM	\$0
08000	OPENINGS	\$0
09000	FINISHES	\$0
10000	SPECIALTIES	\$0
11000	EQUIPMENT	\$0
12000	FURNISHINGS	\$0
13000	SPECIAL CONSTRUCTION	\$0
14000	CONVEYING EQUIPMENT	\$0
21000	FIRE SUPPRESSION	\$0
22000	PLUMBING	\$0
23000	HEATING, VENTILATING & AIR CONDITIONING	\$0
26000	ELECTRICAL	\$0
27000	COMMUNICATIONS	\$0
28000	ELECTRONIC SAFETY AND SECURITY	\$0
31000	EARTHWORK	\$1,686,061
32000	EXTERIOR IMPROVEMENTS	\$1,707,041
33000	UTILITIES	\$861,694
SUBTOTAL		\$4,254,796
UNIDENTIFIED SCOPE ITEMS		15.0%
GENERAL CONDITIONS/BOND/INSURANCE		8.5%
CONTRACTOR'S FEES		4.0%
ESCALATION TO MID-POINT OF CONSTRUCTION		21.9%
TOTAL ESTIMATED CONSTRUCTION COSTS		\$6,727,456
CONSTRUCTION CONTINGENCY		10.0%
TOTAL ESTIMATED CONSTRUCTION COSTS		\$7,400,202






DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>31000 EARTHWORK</b>				
31100 Site Preparation & Excavation				
Remove pavement	29,559	SQYD	6.74	199,225
Remove fence	400	LNFT	2.16	865
Clearing	9	ACRE	5,686.63	51,748
Grubbing	9	ACRE	1,165.76	10,608
Excavate for hill shaving	3,556	CUYD	5.29	18,804
Excavate for open ditch	24,729	CUYD	5.29	130,767
Excavate for roadway	18,611	CUYD	5.29	98,415
Haul off excavated material	42,001	CUYD	24.66	1,035,577
Stockpile topsoil on site	4,894	CUYD	5.37	26,281
				<b>SUBTOTAL Site Preparation &amp; Excavation</b>
				<b>\$1,572,291</b>
31600 Erosion & Sedimentation Control				
Erosion control	6,955	LNFT	16.36	113,770
				<b>SUBTOTAL Erosion &amp; Sedimentation Control</b>
				<b>\$113,770</b>
<b>TOTAL: EARTHWORK</b>				<b>\$1,686,061</b>
<b>32000 EXTERIOR IMPROVEMENTS</b>				
32100 Pavement				
Crushed aggregate base course	7,663	CUYD	36.50	279,685
Crushed aggregate base course, open graded #2	5,581	CUYD	41.65	232,439
Asphalt pavement, type LV, 3" thk	2,087	TON	84.40	176,150
Asphalt pavement, type MV, 6" thk	7,042	TON	75.58	532,251
Roadway line striping	6,955	LNFT	2.21	15,375
Geotextile fabric, type DF at pipe underdrain	83,460	SQFT	1.12	93,726
Restore existing driveway to previous condition	29	EACH	1,884.29	54,645
				<b>SUBTOTAL Pavement</b>
				<b>\$1,384,270</b>
32600 Landscaping				
Spread stockpiled topsoil for sod, TLE/PLE	4,894	CUYD	5.50	26,939
Seeding, fertilizer and fine grading, machine, PLE	222,560	SQFT	0.67	148,737
Seeding, fertilizer and fine grading, machine, TLE	173,875	SQFT	0.67	116,201
Sod lawn - allow	1,300	SQFT	0.97	1,258
				<b>SUBTOTAL Landscaping</b>
				<b>\$293,134</b>
32700 Site Furnishings				
Pole mounted signage - Allowance	32	EACH	926.15	29,637
				<b>SUBTOTAL Site Furnishings</b>
				<b>\$29,637</b>
<b>TOTAL: EXTERIOR IMPROVEMENTS</b>				<b>\$1,707,041</b>
<b>33000 UTILITIES</b>				
33200 Site Water Service				
Fire hydrant, relocate existing including auxillary valves	35	EACH	8,314.88	291,021



City of Franklin  
Franklin Puetz Rd Reconstruction  
76th St-St. Martins Rd  
Conceptual Estimate  
10/14/2019

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
SUBTOTAL Site Water Service				\$291,021
33300 Site Sanitary & Storm Sewer				
Storm sewer pipe culverts, RCP, avg 24"	580	LNFT	81.58	47,318
Storm sewer system modifications - Allowance per intersection	8	EACH	21,358.00	170,864
Subsoil drainage pipe, perforated PVC, 6"	13,910	LNFT	8.99	125,044
SUBTOTAL Site Sanitary & Storm Sewer				\$343,226
33800 Site Electrical				
Traffic signal modifications - Allowance	1	LSUM	100,000.00	100,000
Miscellaneous site electrical - Allowance	6,955	LNFT	18.32	127,447
SUBTOTAL Site Electrical				\$227,447
TOTAL: UTILITIES				\$861,694

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>11/5/2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Employee Benefit-Related Insurance Coverages, Carriers, and Premium Shares, including Health Insurance, Stop Loss, Broker Services, Voluntary Long-Term Disability Insurance (LTD), Life and Accidental Death and Dismemberment Insurance (AD&amp;D), Including Voluntary Supplemental Life Insurance and a Voluntary Vision Plan</b>	<b>ITEM NUMBER</b>  <b>G.15.</b>

The Personnel Committee reviewed this topic at their meeting of October 21, 2019, and unanimously approved the following motion: Motion to recommend Sun Life for our stop loss renewal, for the Life, AD&D, and Long-Term Disability with adding the aspect of the life insurance that employees can purchase extra at their own cost; increasing the stop loss point from \$70,000 to \$80,000; and includes the Vision Plan with 1 program (VSP Choice) pending clarification of vision plan benefits.

**Life and AD&D, LTD, and Stop Loss:** Attached are rate proposal sheets for Life and AD&D and the LTD. Following that is a rate sheet related to the Stop Loss renewal. Hartford, with whom the City has had LTD and AD&D for the last five years, is again proposing to freeze their rates for a two-year term. Standard, a new company, has offered lower rates reducing those costs for the City and its employees by about \$13,684, about half of which is in the employee funded LTD portion. Sun-Life, the City's current Stop Loss carrier has proposed LTD rates that match Hartford's, but their Life and AD&D coverage cost is about \$6,700 more. The kicker, however, is that Sun Life will offer a 4% reduction in the Stop Loss renewal quote if the City moves its Life and AD&D and LTD over as a package. Given that the Stop Loss renewal is over \$600,000, the savings would be nearly \$25,000. As such, a net savings of around \$18,000 is worth packaging these coverages with Sun Life, which is what our broker, staff, and the Personnel Committee recommend. Given that the LTD cost remains unchanged to the employee for 2020, it is appropriate for the City to attempt to garner the added savings from packaging all products with the same carrier. [Please note that in moving to a new LTD carrier any employee already in the LTD would be guaranteed continuation under the new carrier. Others may be required to provide medical documentation. The option exists to allow automatic entry of any employee qualifying for the benefit. The Director of Administration does not recommend this at this time, but will complete additional review prior to the meeting.]

Related to Sun Life's Stop Loss coverage, the proposed renewal was approximately a 6% increase, which is reduced to a 2% increase with the package savings. The premium, however, can be reduced from the pre-discount rate of \$678,132 to \$611,987 by increasing the Stop Loss attachment point from \$70,000 to \$80,000. This is the level of claims at which Stop Loss begins to reimburse a covered member's claims. The break-even point then is between 6 and 7 claims of over \$70,000. Considering our experience the last 5 years, it is good strategy for the City that could save money. A longer-term average would suggest more of a break-even expectation. Associated Benefits and Risk Consulting (Associated) (previously Diversified), our broker, does note that our attachment level is generally lower than other municipalities in their book of business. Note, also, that the 4% discount is still applied to the \$611,987, so the final Stop

Loss premium is reduced to \$587,508, with our 2019 premium at \$639,887. Lastly, it is important to recall that the City's move to Sun Life two years ago was done in part to potentially take advantage of a dividend program they offered. That has been a beneficial decision as the dividend received in 2018 was \$137,832 and in 2019 was \$141,195. Our broker, staff, and the Personnel Committee recommend remaining with Sun Life for stop loss coverage and increasing the stop loss attachment point to \$80,000.

**Health Insurance:** It has been mentioned during the course of the year that anecdotal evidence suggests that the City's health insurance structure that was instituted for 2019 was an aggressive step that substantially reduced the overall health benefits and negatively impacted hiring and retention. Attached is a detailed, but summary, description of the health insurance benefits offered by our comparable communities. Plans have lots of different features and nuances, so comparison is challenging. The "Potential Net Position" (the third row on the handout) considers the employee's initial deductible less any employer contribution. The "Potential Net Maximum Out-of-Pocket" cost (the fifth row on the handout) considers the worst-case scenario for an employee with a large claim event. It summarizes the potential impact of how their deductibles, co-insurance, and offsetting employer contributions could impact the employee where the maximum out-of-pocket is reached. Based upon these other plans, and without considering networks, one could argue the other plans all generally exceed Franklin's 2019 benefit plans. A wholesale redesign, however, simply isn't an option given budgetary restrictions.

Associated, staff, and the Personnel Committee recommend the following changes to the High Deductible Health Plan (HDHP):

1. Reduce the maximum out-of-pocket (MOoP) from \$6,000/\$12,000 (single/family) to \$4,500/\$9,000, which matches our PPO, and reduce the maximum out-of-network from \$12,000/\$24,000 to \$9,000/\$18,000.
2. Continue the employer contribution in 2020 but changing it from \$750/\$1,500 in January to \$750/\$1,500 in January and \$375/\$750 in June.
3. Add a commitment that the City will provide a 2021 employer contribution to a HDHP HSA of \$375/\$750 in both January and June for new employees or for those active employees that enroll in the HDHP in both 2020 and 2021.
4. Freeze the Employee Premium Share rates for 2020 at \$96.06/232.34 (single/family).

This results in a MOoP slightly below Brookfield's, but our employer contribution is slightly below as well. Our employee premium share has been strategically moving toward being more competitive with the private sector market place, but that has made us fall behind our municipal comparables. As such, freezing the dollar amount of the PPO and the HDHP employee premium share at least holds us stable for a year to allow communities to make some progress toward our position. These actions are intended to improve the impacts on hiring and retention largely by impacting the overall perception of the plan and reducing the risk to employees of having an unsecured \$12,000 out-of-pocket cost. At the same time, it should continue to drive employees to consider the HDHP. Although it is largely subjective, Associated anticipates an additional 5 to 10% HDHP participation under this design.

[Please recall that the City's pharmacy plan changes periodically as United Health Care (UHC) reviews national trends and pharmaceutical circumstances, the premium care physician designations are updated at least once each year, and UHC offers a variety of plan program add-ons during the course of year, which programmatic adjustments are all treated as administrative determinations.]

**Additional Voluntary Benefits:** As part of the contract settlement with the Police Union, the City agreed to “explore offering supplemental insurance for employee’s so long as the provider offers it without cost to the City.” The Sun Life policy can add this option without cost to the City, although there may be some administrative effort. Rates are set by Sun Life and with most such policies coverage for family members can be added if the employee is also providing additional supplemental coverage on themselves.

Attached is a sheet that provides the coverage and monthly premium costs for an optional, employee-funded vision plan. It is with VSP Vision Care, a large national provider with many Wisconsin participating doctors. Offering this can improve our hiring and retention at no additional City cost.

**Dental Insurance:** No changes in the benefits are contemplated. Recommended dental insurance premiums are still under review and will be brought to the meeting, along with a recommendation to incorporate into the motion.

**Broker Services:** Diversified has served us well and assisted us in achieving our desired health plan expenditure levels through their networking and contacts. That status has not changed since they were bought out by Associated about a year ago. As Diversified, their rates had remained unchanged since 2011. With Associated, we did experience a slight increase for 2019. Negotiations are in progress for any 2020 rate increase. The Director of Administration suggests that if the increase can be retained at 1% or less, then Associated should continue, but if the increase is more than that, the Director of Administration will bring back a recommendation at that time.

**Self-Insurance Fund, Sworn Police Officer Mental Health Pilot Program:** At the Personnel Committee meeting, a number of police officers expressed concern that the current health plan, particularly the HDHP, makes it expensive to pursue mental health treatments. In 2016, the Director of Administration proposed to the Police Union a meeting to develop a city-funded program to offer and encourage police officers to pursue mental health treatment if needed. At the time, the Union declined the offer. Following the Personnel Committee meeting, the Director of Administration resent the suggestion to the Union to pursue such a program. It turns out that the Police Chief and Captain Goens have been looking into similar options since Oak Creek, Hales Corners, and Wauwatosa have recently instituted programs of a similar nature using a locally respected clinic that specializes in addressing the mental health of police officers. This time the Union offered to meet, which meeting was very productive.

There is no question that many statistics show that police officers have a high suicide rate and suffer from significant pressures that can impact their mental health. Unfortunately, there is also evidence that indicates a significant stigma to seeking mental health treatment. There is no doubt whatsoever that individual officers and the department as a whole are better served if officers who may benefit from mental health treatment receive such care. It is fair to state that the benefit accrues to the entire City. The City has an Employee Assistance Program that offers some initial care and assessment, but it is not intended for ongoing treatment beyond a few sessions. Our health insurance program provides coverage, but can still have substantial costs that might deter the employee. What is needed is something that provides these services with a high degree of confidentiality at low or no cost to officers in need.

Given the critical value of a program, the Director of Administration and Police Department intends to start a City-funded, pilot program for sworn police officers to be able to seek added mental health care. To save implementation time, it will be largely patterned off the Oak Creek, Hales Corners, and Wauwatosa programs. No long-term or penalty-free contractual commitments will be entered into without approval from the Common Council. Costs will be charged directly to the self-insurance fund as is done with other wellness programs. Average monthly costs will be assessed after an initial 4- or 5-month start-up period, and if they are exceeding an annualized cost of \$20,000 - \$25,000, the program can be re-evaluated for adding cost oversight or cost auditing features. Future consideration may be given as to whether other employee groups should be included. The intent is to start a program quickly and bring in the structure (bureaucracy) later if program levels warrant the added oversight. If the Common Council wants a detailed program write-up prior to institution, please provide such a direction to the Director of Administration and Police Chief.

The items requested for approval in the Council Action Sheet are consistent with the 2020 proposed budget as forwarded by the Common Council to the upcoming public hearing.

## **COUNCIL ACTION REQUESTED**

Motion to recommend as follows:

1. Sun Life for Stop Loss renewal and for the Life, AD&D, and Long-Term Disability, with increasing the stop loss attachment point from \$70,000 to \$80,000 and adding the aspect of the life insurance that employees can purchase extra coverage at their own cost;
2. Authorizing VSP Vision Care as an employee-funded, optional vision care benefit with 1 program (VSP Choice) option;
3. Changing the HDHP benefits by reducing the maximum out-of-pocket from \$6,000/\$12,000 (single/family) to \$4,500/\$9,000 and reducing the maximum out-of-network from \$12,000/\$24,000 to \$9,000/\$18,000, continuing the employer contribution in 2020 but changing it from \$750/\$1,500 in January to \$750/\$1,500 in January and \$375/\$750 in June, and committing to a 2021 employer contribution of \$375/\$750 in both January and June for new employees or those active employees that enroll in the HDHP in both 2020 and 2021.
4. Continuing with Associated Benefits and Risk Consulting as our broker, provided the increase for 2020 does not exceed 1%.
5. Freezing PPO employee premium share rates at \$160/\$386 (single/family) and HDHP rates at \$96.06/232.34 for those that participate in the Health Risk Assessment (HRA), maintaining a 4.5% added employee premium share for those that do not participate in the HRA, and other such related rates as determined by the Director of Finance and Treasurer.
6. Authorizing the Director of Administration to institute and administer a Self-Insurance Fund funded, Sworn Police Officer Mental Health Pilot Program and to modify the employee handbook to incorporate such benefits as he determines is appropriate.
7. [Insert recommendation on dental premiums that will be brought to the meeting.]

**City of Franklin**  
**Life and AD&D / Long Term Disability**  
**2020 Renewal Cost Illustration**

	<b><u>Hartford</u></b> <b><u>Current</u></b>	<b><u>Hartford</u></b> <b><u>Renewal</u></b>	<b><u>Standard</u></b>	<b><u>Sun Life</u></b>
<b><u>Life and AD&amp;D</u></b>				
Volume	\$20,660,000	\$20,660,000	\$20,660,000	\$20,660,000
Rate per \$1,000	0.193	0.193	0.160	0.220
Mo. Premium	\$3,987.38	\$3,987.38	\$3,305.60	\$4,545.20
Annual Premium	\$47,848.56	\$47,848.56	\$39,667.20	\$54,542.40
Rate Guarantee		2 years	3 years	2 years
<b><u>Long Term Disability</u></b>				
Volume	\$1,019,000	\$1,019,000	\$1,019,000	\$1,019,000
Rate per \$100	0.470	0.470	0.425	0.470
Mo. Premium	\$4,789.30	\$4,789.30	\$4,330.75	\$4,789.30
Annual Premium	\$57,471.60	\$57,471.60	\$51,969.00	\$57,471.60
Rate Guarantee		2 years	3 years	2 years
<b><u>Total Ann. Program Premium</u></b>	\$105,320.16	\$105,320.16	\$91,636.20	\$112,014.00

Declined to Quote - Prudential, Lincoln Financial Group



**City of Franklin**  
**Stop Loss Renewal**  
**2020 Cost Illustration**

**Initial Renewal**

	<b><u>Current</u></b> <b><u>Sun Life</u></b>	<b><u>Renewal</u></b> <b><u>Sun Life</u></b>	<b><u>Sun Life</u></b>	<b><u>Sun Life</u></b>
Stop Loss Attachment Point	\$70,000	\$70,000	\$80,000	\$90,000
Specific Monthly Rates				
Single (53)	\$133.91	\$144.62	\$130.16	\$117.14
Family (133)	\$337.64	\$364.65	\$328.19	\$295.37
Aggregate Monthly Rates	\$7.10	\$7.46	\$7.46	\$7.46
Total Mo. Premium	\$53,323.95	\$57,550.87	\$51,935.31	\$46,880.19
Total Annual Premium	\$639,887.40	\$690,610.44	\$623,223.72	\$562,562.28

**Premium Credit for adding Life, AD&D and Long Term Disability Plans - \$27,624**

**Revised Renewal**

	<b><u>Current</u></b> <b><u>Sun Life</u></b>	<b><u>Renewal</u></b> <b><u>Sun Life</u></b>	<b><u>Sun Life</u></b>	<b><u>Sun Life</u></b>
Stop Loss Attachment Point	\$70,000	\$70,000	\$80,000	\$90,000
Specific Monthly Rates				
Single (53)	\$133.91	\$141.94	\$127.75	\$114.98
Family (133)	\$337.64	\$357.90	\$322.11	\$289.90
Aggregate Monthly Rates	\$7.10	\$7.46	\$7.46	\$7.46
Total Mo. Premium	\$53,323.95	\$56,511.08	\$50,998.94	\$46,038.20
Total Annual Premium	\$639,887.40	\$678,132.96	\$611,987.28	\$552,458.40

**Premium Credit for adding Life, AD&D and Long Term Disability Plans**

\$70,000 Stop Loss Point - \$27,125

\$80,000 Stop Loss Point - \$24,479

\$90,000 Stop Loss Point - \$22,098

# SUMMARY OF HEALTH INSURANCE BENEFITS OF COMPARABLE COMMUNITIES

Prepared 10/18/2019 Franklin Department of Administration

Plan Type	Brookfield PPO	Brookfield HDHP (New 2018)	Caledonia	Fitchburg State Local Traditional Plan	Fond du Lac PPO	Greenfield PPO	Menomonee Falls PPO	Menomonee Falls Police pre 7/1/11 HDHP	Mequon (Using 1 of 2 State plans that are nearly identical )	Mt Pleasant ppo	Muskego PPO
In-Network Deductible	Single 1000	Family 2000	Single 3000	Family 0	Single 1000	Family 8000	Single 250	Family 4000	Single 500	Family 5000	Family 3000
HRA Reimbursement			2500	0		3250				4500	2750
HSA Contribution	1000	2000	500	0	1000	750	250	2000	500	500	250
Potential NET Position		1500	3000			1500	500	4000	1000	1000	500
In Network Max Oop	3000	6000	4000	0	3000	4000	2000	3000	6000	6000	7350
Potential Net Max Oop	3000	6000	1500	0	3000	750	2000	3000	0	1500	4600
(Max Oop less HRA/HAS)											9200
Additional Prescription Max Oop				Three Tiers 600 1200 6850 13700 1200 2400	3600 7200	(Prescriptions and Copays aren't in deductible but are in MCO but HRA only refunds deductible.)			600 1200 6850 13700 1200 2400	Prescriptions not in deductible but in MCO	
Copay Primary	25	0	25	0	0	25	20	20	0	10	15/10%
Copay Specialist	25	0	25	0	0	50	20	35	0	25	30/10%
Consurance IN	10%	10%	10%	0	10%	0	0	10%	None	10%	10%
Prescriptions											
Generic or (Level 1)	\$15	10%	10	\$5	In	10	10	10	\$5	10	10
Preferred Brand (L2)	\$30	10%	40	20% (\$50 max)	10	25	30	40	20% (\$50 max)	40	25
Non_pref Brand (L3)	\$45	10%	60	40% (\$150 max)	60	50	50	70	40% (\$150 max)	80	55
Specialty (L4)	na	10%	25%	\$50	60	50			\$50	related to tiers above	55
Employee Premiums	Monthly \$160	20%	2018 Monthly \$72	2020 Monthly \$46	2018 Monthly \$136	% is 2020 Monthly \$79	2018 Monthly \$70	2018 Monthly \$62	2020 Monthly \$97	2020 Monthly \$61	2019 Monthly \$89
Single with Partial Wellness			15%	7.0%	20%	12.6%	10%	10%	12%	10%	13%
Single with Full Wellness	\$80	10%		\$240 28.1%	\$68 10%		\$197 10%	\$175 10%	(Calculated State Plan Rates, Employee's pay 12% of avg. of plans in the County.)	\$170 10%	\$89 10%
Family Family With Partial Wellness	\$399	20%	\$289 15%	\$111 6.9%	\$352 20%	\$229 12.6%	\$176 10%		\$239 12%		\$266 10%
Family with Full Wellness	\$200	10%		\$595 28.4%	131 7.4%						

Disclaimer Health plans have differences and nuances that cannot be accurately relayed in a simplified summary For example, some communities offered Employee +1 plans, one employer had employee premium shares changing during the year, State plan employee shares vary depending upon where you are in the state (since the employee share is 12% of the average of all state plans offered in your area), a couple communities have deviations for Police and/or Fire unions and/or Departments not included here (such as employee premium share differences) Also, all information is based upon the best information available Some information is 2019, some 2020 (Brookfield is still 2018), however in the case of any older information, no significant change is anticipated for 2020

Note Premium data in shaded blocks do not correlate to the labels in the far left column because the state plans function differently

Prepared 10/18/2019 Franklin Department of Administration

Page 2 of 2

# Summary of Voluntary Life / AD&D Coverage for City of Franklin

Carrier	Sun Life
Employee Benefit	\$10,000 increments up to lesser of 5 x annual earnings or \$500,000
Spouse	\$10,000 increments up to lesser of 100% of EE amount or \$150,000
Child	\$2,500 increments up to a maximum of \$10,000 \$250 for Children 14 days to 6 months
Guaranteed Issue Employee Spouse Child	\$100,000 \$30,000 \$10,000
Age Reduction	To 67% at age 70 Spouses coverage terminates at age 70 To 50% at age 75
Dependent Child Definition	Unmarried Children from 14 days to age 19 or to age 23 if a full-time student

## Rate Charts

Employee Age Bracket	Rate Per \$1,000
0-24	Employee and Spouse (Based on Employee's age) \$0.098
25-29	\$0.119
30-34	\$0.158
35-39	\$0.177
40-44	\$0.198
45-49	\$0.296
50-54	\$0.454
55-59	\$0.847
60-64	\$1.301
65-69	\$2.504
70-74	\$4.061
75+	\$6.533
Employee AD&D	\$0.030
Spouse AD&D	\$0.030

Child Life and AD&D Monthly cost \$ 58 per \$2,500 of benefit (Monthly charge for all children)

## YOUR VSP VISION BENEFITS SUMMARY

CITY OF FRANKLIN and VSP provide you with an affordable vision plan.

### PROVIDER NETWORK:

VSP Choice

### EFFECTIVE DATE:

01/01/2020



Benefit	Description	Copay	Frequency
<b>Your Coverage with a VSP Provider</b>			
<b>WellVision Exam</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$10	Every calendar year
<b>PRESCRIPTION GLASSES</b>		\$25	See frame and lenses
<b>Frame</b>	<ul style="list-style-type: none"> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$80 Costco®/Walmart® frame allowance</li> </ul>	Included in Prescription Glasses	Every other calendar year
<b>Lenses</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every calendar year
<b>Lens Enhancements</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 20-25% on other lens enhancements</li> </ul>	\$0 \$95 - \$105 \$150 - \$175	Every calendar year
<b>Contacts (instead of glasses)</b>	<ul style="list-style-type: none"> <li>\$130 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> </ul>	Up to \$60	Every calendar year
<b>PRIMARY EYECARE</b>	<ul style="list-style-type: none"> <li>As a VSP member, you can visit your VSP doctor for medical and urgent eyecare. Your VSP doctor can diagnose, treat, and monitor common eye conditions like pink eye, and more serious conditions like sudden vision loss, glaucoma, diabetic eye disease, and cataracts. Ask your VSP doctor for details.</li> </ul>	\$20	As needed
<b>EXTRA SAVINGS</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.</li> </ul> <p><b>Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price, discounts only available from contracted facilities</li> </ul>		
<b>Your Monthly Contribution</b>	\$6.85 Member only   \$10.95 Member + 1   \$11.18 Member + children   \$18.03 Member + family		

### YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection, average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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VSP, VSP Vision Care for life, Eyeconic, and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear Inc. All other brands or marks are the property of their respective owners.

## A LOOK AT YOUR VSP VISION COVERAGE



### SEE HEALTHY AND LIVE HAPPY WITH HELP FROM CITY OF FRANKLIN AND VSP.

Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.



#### VALUE AND SAVINGS YOU LOVE.



Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

#### PROVIDER CHOICES YOU WANT.



With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor or retail chain. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.

**Prefer to shop online?** Use your vision benefits on Eyeconic®—the VSP preferred online retailer.

#### QUALITY VISION CARE YOU NEED.



You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

#### Using your benefit is easy!

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

#### GET YOUR PERFECT PAIR

# EXTRA \$20 +

TO SPEND ON  
FEATURED FRAME BRANDS

bebe CALVIN KLEIN COLE HAAN FLEXON

LACOSTE



NINE WEST

SEE MORE BRANDS AT [VSP.COM/OFFERS](http://VSP.COM/OFFERS)

# UP TO 40%

SAVINGS ON LENS  
ENHANCEMENTS



### Enroll today.

Contact us: **800.877.7195** or [vsp.com](http://vsp.com)

615

November 5, 2019

Mayor and Aldermen,

Item G. 15 on tonight's agenda references two items about which I would provide supplemental information.

First, it noted that recommended dental insurance premiums would be brought to the meeting. These rates impact a small portion of the funds costs and revenues, but an increase is recommended by the Director of Administration and the Finance Director. Following are the rates.

	Single	Family
Current	39.26	103.00
Recommended 2020	42.00	108.00

Second, regarding the LTD, the second paragraph of page 1 indicates the following:

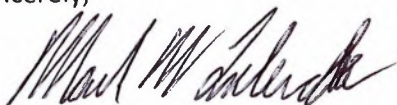
"The option exists to allow automatic entry of any employee qualifying for the benefit. The Director of Administration does not recommend this at this time, but will complete additional review prior to the meeting."

Upon further review, there is no clear evidence that future rates will be negatively impacted by allowing individuals who previously passed up participation to now join without medical certification. Our broker concurs and says any such risk can be addressed by changing carriers in the future. As such, the very low risk of an impact on future rates for all is outweighed by the potential significant benefit for the immediate potential benefit for a few existing employees. Note that this enrollment benefit does not waive the industry-standard restriction on a limitation against pre-existing conditions for claims with the first two (I believe) years. As such, I recommend that provided Sun Life will allow any current employee to join (which we understand they will), the option to join the Sun Life LTD be extended to all qualifying employees.

Therefore, the following should be inserted into the motion for number 7.

**"7. Dental premiums for 2020 shall be \$42/single and \$108/family and automatic allowable enrollment into the Sun Life LTD shall not be restricted by the City to current participants."**

Sincerely,



Mark W. Lubarda  
Director of Administration

APPROVAL <i>slw</i> <i>pol</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 5, 2019
REPORTS & RECOMMENDATIONS	September, 2019 Monthly Financial Report	ITEM NUMBER <i>G.16.</i>

**Background**

The September, 2019 Financial Report is attached.

The Finance Committee has not reviewed this report.

Please note that certain interfund advances will occur in Sept/Oct/Nov to fund project costs in the Capital Improvement Fund until loan proceeds are available in December. It is also possible that certain TID5/7 projects costs are advanced from other funds until Debt Proceeds are available, currently planned for early Dec 2019.

Receipts of landfill siting revenue are exceeding the 2019 budgeted revenues. Absent direction from Common Council, the Finance Director is crediting Capital Funds for the excess revenue.

Highlights of the report are contained in the transmittal memo.

The Finance Director will be on hand to answer any questions.

**COUNCIL ACTION REQUESTED**

Motion to Receive and place on file





Date: Oct 17, 2019

To: Mayor Olson, Common Council and Finance Committee Members

From: Paul Rotzenberg, Director of Finance & Treasurer

A handwritten signature in black ink, appearing to read "Paul", is written over the printed name of Paul Rotzenberg.

Subject: Sept, 2019 Financial Report

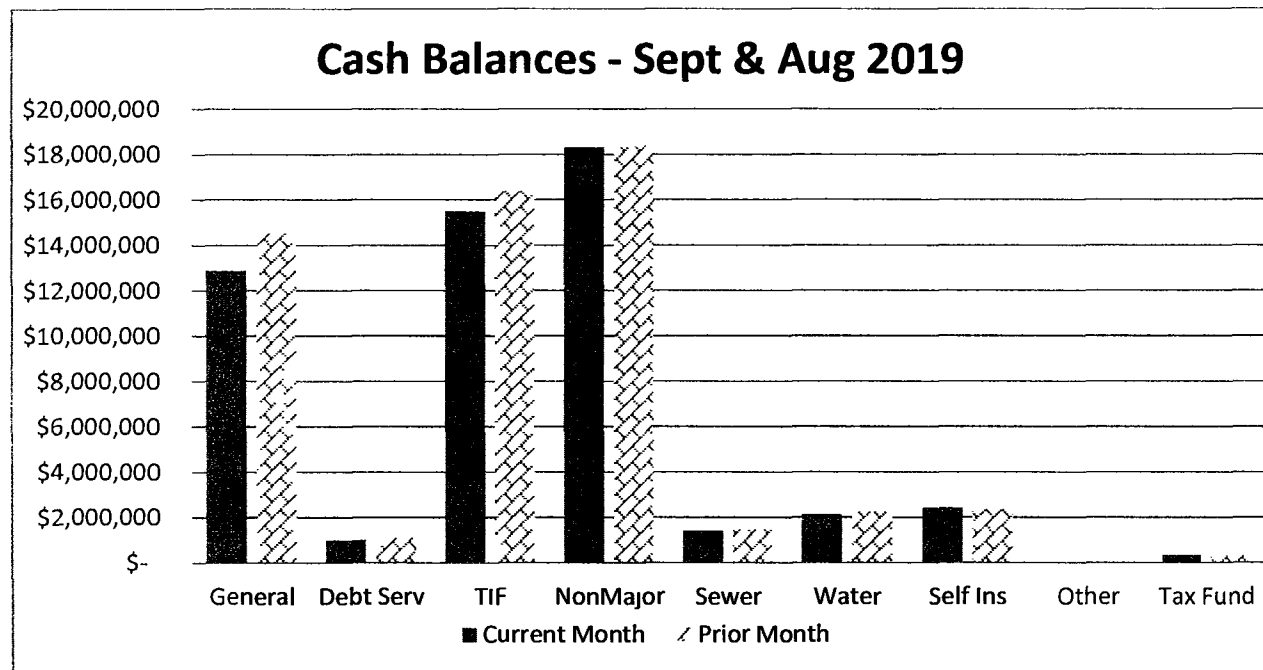
The Sept, 2019 financial reports for the General Fund, Debt Service Fund, TID Funds, Library Fund, Tourism Commission, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Sanitary Sewer Fund, Water Utility Fund, Self Insurance Fund, Post Employment Insurance Fund and combining statement of other Non-Major Funds are attached

The budget allocation is completed using an average of the last five years actual spending against the Original Budget, amendments to the 2019 budget are excluded from the Year To Date budget allocation. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

**Cash & Investments Summary** – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored.

The City borrowed \$20.1 million dollars in February. \$10.6 million was used to refund the TID 5 Note Anticipation Note sold in May 2018. \$3 million provided financing for a Developer's grant in TID 3, and \$6 million will finance project costs in TID 6

Cash & Investments in the General Governmental Funds totaling \$47.7 million decreased \$2.7 million since last month. General fund payroll requirements and the reduced revenues is the biggest reason for the reduction. TID project costs also used \$866,000



**GENERAL FUND** revenues of \$24.2 million are \$0.6 million greater than budget. Collection of Engineering inspection fees have generated \$417,000 more than budget (as the 2019 budget understated expected revenues). Investment income is also \$253,500 over budget related to increased interest rates.

Year to Date expenditures of \$19.2 million are \$593,000 less than budget. Expenditure items of note are:

- Reduced prisoner boarding costs has underspent by \$33,000. Reduced professional services in Administration has also generated \$21,000 in underspending
- Police and Fire Personnel costs are underspent \$347,000 to budget,
- The overspend in Public Works is caused by recognizing Engineering services gross, rather than netted against revenues as in prior years. Note the added revenues commented upon earlier.
- The contingency expenditure represents tax refunds related to challenges to assessed values

A \$5.1 million surplus is \$1.2 million greater than budget. That surplus is partially related to additional interest earnings and partially to underspending

**DEBT SERVICE** – Debt payments were made March 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

#### **TIF Districts –**

TID 3 – The 2019 increment was collected and the TID borrowed \$3 million in February to finance a Developer Grant. Five of six buildings have received occupancy permits, and the grants were paid.

TID 4 – The 2019 increment was collected and payments are being made on the Engineering contract planning infrastructure for a business park on S 27<sup>th</sup> Street.

TID 5 – The 2019 Increment was collected The TID borrowed \$10.6 million to make a \$10 million note payment. Developer draws continue. Total expenditures on the infrastructure are \$19.7 million. A schedule of payments by category is attached.

TID 6 – The TID borrowed \$6 million to finance developer project costs. The City committed \$9 million for infrastructure in the Loomis & Ryan Rd development to be constructed by the Developer. The Developer is performing late and no infrastructure expenditures have been made.

TID 7 – formed in May, 2019, this multi-family project related to Ballpark Commons has seen only organizational expenditures. The Developer's Agreement was approved late summer.

**LIBRARY FUND** – Activity is occurring as budgeted.

**TOURISM COMMISSION** – Revenues will not occur until Q4, when General Fund has received the first Hotel Tax dollars. The marketing expenditures relate to the branding work.

**SOLID WASTE FUND** – Activity is occurring as budgeted.

**LANDFILL SITING REVENUES** – These revenues impact the four Capital Funds and the General Fund. The 2019 Budget of \$1.6 million anticipated a 72% increase over the prior year. Receipts thru Sept 30 total \$1.7 million matching the entire annual budget. Revenues are currently estimated to total \$2.6 million for 2019, with added amount to recover structural deficits in the Equipment Replacement and Street Improvement funds.

**CAPITAL OUTLAY FUND** – tax revenues are in line with budget. The new City servers have been purchased. The Police have ordered the planned vehicles. A \$26,000 text 2-911 project initiated in 2016 has numerous technical delays. The Fire Dept has completed the thermal imaging project. Engineering has purchased the GIS locating equipment. Highway has completed the Router replacement.

**EQUIPMENT REPLACEMENT FUND** – Revenues are in line with budget. The Fire Dept has placed the \$633,000 Purchase Order for the fire engine replacement. The Breathing Apparatus equipment has not been ordered.

**STREET IMPROVEMENT FUND** – State Road Aids were placed in this fund as opposed to 2018 when tax levy was placed here. The revenues will arrive later as a result.

The 2019 program is complete. Work on the Rawson Homes road project is still in process.

**CAPITAL IMPROVEMENT FUND** – See the earlier note on landfill siting revenues.

The City Hall roof, HVAC project is currently underway. The Police Shooting Range project is under contract. The round-about project at Drexel & S 51<sup>st</sup> Street is complete, however required several budget amendments. The Rawson Homes storm sewer project is nearing completion for

Sept, 2019  
Financial report

2019 Road work will spill over to 2020 The pavilion at Pleasant View Park is under construction

**DEVELOPMENT FUND** – Impact fee collections are tracking with the 2019 budget. As more of the Ballpark Commons developments commence, impact fee collections will exceed budget.

Transfers to the Debt Service fund were made to fund debt service costs Not all the transfers to the Debt Service Fund are needed there, so approximately \$90,000 of transfers out are being recorded in the Capital Improvement Fund.

The Park Impact fee expenditures represent a commitment for a trail to a developer. The Park Impact fee holding period ends at the end of November 2019, should qualifying park expenditures utilizing fees not occur prior to then, rebates will begin. The Pleasant View Park pavilion project should extend the expenditure period into mid 2020.

Water Impact fees have been held for nearly six years. Oversizing payments to developers will utilize some of the fees but not very soon. A Water tower project is in the planning stage for 2021 or later and will use all of those fees and more

As of Sept, 2019, there are \$4.3 million of Park and \$1.8 million of Water Impact fees on hand. All other fee types total \$415,000.

**UTILITY DEVELOPMENT FUND** – A large deferred assessment was paid in January.

**SANITARY SEWER FUND** – Revenues are on plan, while expenditures are \$499,000 less than plan Sewer rehabilitation expenditures are occurring slower than expected. Operating income of \$32,600 is \$512,000 better than budget on the slower rehabilitation expenditures.

**FRANKLIN WATER UTILITY** - Revenues of \$4.4 million are \$203,000 less than budget due to reduced volume in wetter conditions than normal

Operating expenses are below budget on a delay in abandoning a well, reduced volume demand and administrative fees.

Operating profits of \$187,400 are \$86,000 ahead of budget on the delayed abandonment charge

**SELF INSURANCE FUND** – Revenues of \$2.5 million are 7% below budget. Participation in the plan decreased as a result of the revised health insurance program.

Total operating costs of \$2.1 million are 23% below budget.

A \$434,000 surplus compares favorably to the break-even budgeted performance.

**RETIREE HEALTH FUND** – Insurance results are much better than 2018. Medical claims are much lower than 2018 Results can quickly change depending upon group activity, especially considering the small size of the group

Sept, 2019  
Financial report

Investment results are more volatile in 2019 than recent years. Thru Sept investment results have generated \$778,000 in gains, with total investments now exceeding \$6 million

Caution is advised, as equity market returns can be volatile, evidenced by the sharp fourth quarter downturn in 2018

**City of Franklin**  
**Cash & Investments Summary**  
**September 30, 2019**

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Fidelity Investments	Total	Prior Month Total
General Fund	\$ 839,732	\$ 4,282,994	\$ 4,578,424	\$ 3,165,206	\$ -	\$ 12,866,357	\$ 14,524,096
Debt Service Funds	29,374	441,429	536,599	-	-	1,007,402	1,098,852
TIF Districts	(160,897)	12,969,314	2,696,177	-	-	15,504,594	16,370,859
Nonmajor Governmental Funds	724,446	8,453,472	9,128,729	-	-	18,306,647	18,365,719
<b>Total Governmental Funds</b>	<b>1,432,655</b>	<b>26,147,209</b>	<b>16,939,929</b>	<b>3,165,206</b>	<b>-</b>	<b>47,684,999</b>	<b>50,359,526</b>
Sewer Fund	393	1,412,677	-	-	-	1,413,070	1,483,270
Water Utility	22,106	1,683,541	417,838	-	-	2,123,485	2,253,594
Self Insurance Fund	21,203	577,406	1,824,792	-	-	2,423,401	2,369,149
Other Designated Funds	14,169	-	-	-	-	14,169	14,357
<b>Total Other Funds</b>	<b>57,870</b>	<b>3,673,624</b>	<b>2,242,630</b>	<b>-</b>	<b>-</b>	<b>5,974,124</b>	<b>6,120,370</b>
<b>Total Pooled Cash &amp; Investments</b>	<b>1,490,525</b>	<b>29,820,833</b>	<b>19,182,559</b>	<b>3,165,206</b>	<b>-</b>	<b>53,659,123</b>	<b>56,479,896</b>
Retiree Health Fund	96,685	-	-	-	6,093,478	6,190,163	6,158,356
Property Tax Fund	237,065	107,729	-	-	-	344,794	327,157
<b>Total Trust Funds</b>	<b>333,749</b>	<b>107,729</b>	<b>-</b>	<b>-</b>	<b>6,093,478</b>	<b>6,534,956</b>	<b>6,485,513</b>
<b>Grand Total Cash &amp; Investments</b>	<b>1,824,274</b>	<b>29,928,562</b>	<b>19,182,559</b>	<b>3,165,206</b>	<b>6,093,478</b>	<b>60,194,079</b>	<b>62,965,409</b>
<b>Average Rate of Return</b>		2 13%	1 68%	2 18%			
<b>Maturities:</b>							
Demand	1,824,274	29,928,562	13,200	3,165,206	181,182	35,112,424	36,824,883
Fixed Income & Equities	-	-	-	-	3,791,993	3,791,993	3,810,196
2019 - Q4	-	-	1,998,694	-	-	1,998,694	2,996,518
2020 - Q1	-	-	1,038,967	-	-	1,038,967	1,038,674
2020 - Q2	-	-	-	-	-	-	-
2020 - Q3	-	-	996,048	-	-	996,048	996,101
2020 - Q4	-	-	4,512,189	-	172,961	4,685,151	4,692,604
2021	-	-	8,050,389	-	575,526	8,625,915	8,649,401
2022	-	-	2,573,072	-	372,050	2,945,122	2,954,033
2023	-	-	-	-	377,268	377,268	378,162
2024	-	-	-	-	206,080	206,080	206,724
2025	-	-	-	-	208,860	208,860	209,754
2026	-	-	-	-	207,558	207,558	208,360
	<b>1,824,274</b>	<b>29,928,562</b>	<b>19,182,559</b>	<b>3,165,206</b>	<b>6,093,478</b>	<b>60,194,079</b>	<b>62,965,409</b>

**City of Franklin**  
**General Fund**  
**Comparative Statement of Revenue, Expenses and Fund Balance**  
**For the 9 months ended September 30, 2019**

<b>Revenue</b>	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
Property Taxes	\$ 18,139,675	\$ 18,139,675	\$ 18,115,439	\$ 18,136,992	\$ 21,553
Other Taxes	686,800	686,800	368,293	428,127	59,834
Intergovernmental Revenue	1,736,127	1,736,127	1,120,154	1,062,586	(57,568)
Licenses & Permits	1,041,490	1,041,490	816,838	830,997	14,159
Law and Ordinance Violations	546,000	546,000	429,014	331,915	(97,099)
Public Charges for Services	2,056,950	2,056,950	1,470,741	1,905,669	434,928
Intergovernmental Charges	207,500	207,500	114,302	155,960	41,658
Investment Income	265,000	265,000	198,750	452,257	253,507
Miscellaneous Revenue	159,650	159,650	132,333	156,991	24,658
Transfers from Other Funds	1,109,250	1,139,875	A 860,542	787,500	(73,042)
<b>Total Revenue</b>	<b>\$ 25,948,442</b>	<b>\$ 25,979,067</b>	<b>\$ 23,626,406</b>	<b>\$ 24,248,994</b> 102.64%	<b>\$ 622,588</b>
<b>Expenditures</b>	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
General Government	\$ 3,200,440	\$ 3,239,416	A \$ 2,538,942	\$ 2,292,082	E \$ 246,860
Public Safety	17,784,187	17,771,999	A 13,588,966	13,028,516	E 560,450
Public Works	3,571,132	3,701,736	A 2,587,365	2,920,270	E (332,905)
Health & Human Services	750,797	740,862	571,558	465,933	105,625
Culture & Recreation	182,702	184,243	A 129,904	138,654	E (8,750)
Conservation and Development	640,776	738,514	A 541,013	466,064	E 74,949
Contingency & Unclassified	2,069,728	1,826,304	6,175	27,396	E (21,221)
Anticipated Underexpenditures	(375,320)	(317,444)	(238,083)	-	(238,083)
Transfers to Other Funds	274,000	282,100	30,075	32,100	(2,025)
Encumbrances	-	-	-	(208,202)	208,202
<b>Total Expenditures</b>	<b>\$ 28,098,442</b>	<b>\$ 28,167,730</b>	<b>\$ 19,755,915</b>	<b>\$ 19,162,813</b> 97.00%	<b>\$ 593,102</b>
Excess of revenue over (under) expenditures	(2,150,000)	(2,188,663)	<u>3,870,491</u>	5,086,181	<u>\$ 1,215,690</u>
Fund Balance, beginning of year	<u>7,336,277</u>	<u>7,336,277</u>		<u>7,336,277</u>	
Fund Balance, end of period	<u>\$ 5,186,277</u>	<u>\$ 5,147,614</u>		<u>\$ 12,422,458</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin**  
**General Fund**  
**Comparative Statement of Revenue**  
**For the 9 months ended September 30, 2019**

<b>Revenue</b>	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
<b>Property Taxes</b>	<b>\$ 18,139,675</b>	<b>\$ 18,139,675</b>	<b>\$ 18,115,439</b>	<b>\$ 18,136,992</b>	<b>\$ 21,553</b>
<b>Other Taxes:</b>					
Cable television franchise fees	480,000	480,000	240,324	247,082	6,758
Mobile Home	23,500	23,500	17,625	14,331	(3,294)
Room tax	183,300	183,300	110,344	166,714	56,370
<b>Total Other taxes</b>	<b>686,800</b>	<b>686,800</b>	<b>368,293</b>	<b>428,127</b>	<b>59,834</b>
<b>Intergovernmental Revenue:</b>					
State shared revenue-per capita	418,900	418,900	72,230	65,008	(7,222)
Expenditure restraint revenue	160,200	160,200	159,920	142,891	(17,029)
State computer aid	228,350	228,350	228,350	228,051	(299)
State transportation aids	520,000	520,000	390,000	315,635	(74,365)
Fire insurance dues	155,000	155,000	155,000	164,859	9,859
Other grants & aid	253,677	253,677	114,654	146,142	31,488
<b>Total Intergovernmental Revenue</b>	<b>1,736,127</b>	<b>1,736,127</b>	<b>1,120,154</b>	<b>1,062,586</b>	<b>(57,568)</b>
<b>Licenses &amp; Permits:</b>					
Licenses	162,190	162,190	154,258	173,028	18,770
Permits	879,300	879,300	662,580	657,969	(4,611)
	<b>1,041,490</b>	<b>1,041,490</b>	<b>816,838</b>	<b>830,997</b>	<b>14,159</b>
<b>Law &amp; Ordinance Violations:</b>					
Fines, Forfeitures & Penalties	546,000	546,000	429,014	331,915	(97,099)
<b>Public Charges for Services:</b>					
Planning Related Fees	86,300	86,300	65,205	75,115	9,910
General Government	8,450	8,450	6,893	6,466	(427)
Architectural Board Review	5,200	5,200	4,044	3,400	(644)
Police & Related	8,000	8,000	4,864	11,053	6,189
Ambulance Services - ALS	1,090,000	1,090,000	820,795	721,846	(98,949)
Ambulance Services - BLS	250,000	250,000	184,701	319,316	134,615
Fire Safety Training	1,000	1,000	550	1,571	1,021
Fire Sprinkler Plan Review	50,000	50,000	38,466	68,820	30,354
Fire Inspections	23,000	23,000	17,290	12,682	(4,608)
Quarry Reimbursement	44,000	44,000	28,882	9,390	(19,492)
Weed Cutting	9,000	9,000	4,589	6,060	1,471
Engineering Fees	33,750	33,750	20,537	437,136	416,599
Public Works Fees	15,000	15,000	9,091	21,440	12,349
Weights & Measures	7,600	7,600	2,192	8,663	6,471
Landfill Operations - Siting	240,000	240,000	180,000	144,732	(35,268)
Landfill Operations - Emerald Park	67,500	67,500	41,184	50,187	9,003
Health Department	118,150	118,150	41,458	7,792	(33,666)
<b>Total Public Charges for Services</b>	<b>\$ 2,056,950</b>	<b>\$ 2,056,950</b>	<b>\$ 1,470,741</b>	<b>\$ 1,905,669</b>	<b>\$ 434,928</b>

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year



**City of Franklin**  
**General Fund**  
**Comparative Statement of Revenue**  
**For the 9 months ended September 30, 2019**

<b>Revenue</b>	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
<b>Intergovernmental Charges:</b>					
Milwaukee County - Paramedics	\$ 126,700	\$ 126,700	\$ 77,332	\$ 106,122	\$ 28,790
School Liaison Officer	80,800	80,800	36,970	49,838	12,868
<b>Total Intergovernmental Charges</b>	<b>207,500</b>	<b>207,500</b>	<b>114,302</b>	<b>155,960</b>	<b>41,658</b>
<b>Investment Income:</b>					
Interest on Investments	240,000	240,000	180,000	212,710	32,710
Market Value Change on Investments	(60,000)	(60,000)	(45,000)	74,252	119,252
Interest - Tax Roll	85,000	85,000	63,750	160,998	97,248
Other Interest	-	-	-	4,297	4,297
<b>Total Investment Income</b>	<b>265,000</b>	<b>265,000</b>	<b>198,750</b>	<b>452,257</b>	<b>253,507</b>
<b>Sale of Capital Assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Miscellaneous Revenue:</b>					
Rental of Property	50,000	50,000	47,396	52,468	5,072
Refunds/Reimbursements	37,000	37,000	16,054	11,160	(4,894)
Insurance Dividend	40,000	40,000	40,000	82,047	42,047
Other Revenue	32,650	32,650	28,883	11,316	(17,567)
<b>Total Miscellaneous Revenue</b>	<b>159,650</b>	<b>159,650</b>	<b>132,333</b>	<b>156,991</b>	<b>24,658</b>
<b>Transfer from Other Funds:</b>					
Self-Insurance Fund (75)	59,250	89,875	44,937	-	(44,937)
Water Utility-Tax Equivalent	1,050,000	1,050,000	815,605	787,500	(28,105)
<b>Total Transfers from Other Funds</b>	<b>1,109,250</b>	<b>1,139,875</b>	<b>860,542</b>	<b>787,500</b>	<b>(73,042)</b>
<b>Total Revenue</b>	<b>\$ 25,948,442</b>	<b>\$ 25,979,067</b>	<b>\$ 23,626,406</b>	<b>\$ 24,248,994</b>	<b>\$ 622,588</b>
				102.64%	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin  
General Fund  
Comparative Statement of Expenditures  
For the 9 months ended September 30, 2019**

<b>Expenditures</b>	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
<b>General Government:</b>					
Mayor & Aldermen - Labor	\$ 65,891	\$ 65,891	\$ 50,685	\$ 49,418	\$ 1,267
Mayor & Aldermen - Non-Personnel	31,541	31,541	26,950	24,272	2,678
Municipal Court - Labor	186,933	189,878 A	146,233	142,860	3,373
Municipal Court - Non-Personnel	58,450	58,450	46,650	13,822	32,828
City Clerk Labor	319,569	313,868 A	241,554	232,720	8,834
City Clerk - Non-Personnel	27,200	27,200	20,862	17,684	3,178
Elections - Labor	32,525	32,358 A	24,786	13,642	11,144
Elections - Non-Personnel	10,100	10,100	8,100	5,731	2,369
Information Services - Labor	127,381	129,467 A	91,816	98,760	(6,944)
Information Services - Non-Personnel	392,468	441,213 A	346,137	317,668 E	28,469
Administration - Labor	311,278	317,208 A	244,337	244,142	195
Administration - Non-Personnel	133,475	138,475 A	100,723	58,832	41,891
Finance - Labor	464,090	437,740 A	338,307	314,156	24,151
Finance - Non-Personnel	122,870	122,992 A	84,171	67,950	16,221
Independent Audit	37,025	37,025	27,538	27,430 E	108
Assessor - Non-Personnel	229,550	229,550	172,176	148,980	23,196
Legal Services	348,650	348,650	259,192	225,659	33,533
Municipal Buildings - Labor	97,479	103,080 A	82,581	79,910	2,671
Municipal Buildings - Non-Personnel	117,015	117,780 A	78,556	83,086 E	(4,530)
Property/liability insurance	86,950	86,950	147,588	125,360	22,228
<b>Total General Government</b>	<b>3,200,440</b>	<b>3,239,416</b>	<b>2,538,942</b>	<b>2,292,082</b>	<b>246,860</b>
<b>Public Safety:</b>					
Police Department - Labor	8,887,426	8,742,288 A	6,724,707	6,495,903	228,804
Police Department - Non-Personnel	1,197,800	1,217,273 A	877,890	772,929 E	104,961
Fire Department - Labor	6,009,935	6,033,305 A	4,640,819	4,522,152	118,667
Fire Department - Non-Personnel	505,860	505,860	374,075	383,690 E	(9,615)
Public Fire Protection	283,300	283,300	214,098	209,811	4,287
Building Inspection - Labor	860,216	844,837 A	650,051	541,438	108,613
Building Inspection - Non-Personnel	32,050	137,536 A	99,726	94,993	4,733
Weights and Measures	7,600	7,600	7,600	7,600	-
<b>Total Public Safety</b>	<b>17,784,187</b>	<b>17,771,999</b>	<b>13,588,966</b>	<b>13,028,516</b>	<b>560,450</b>
<b>Public Works:</b>					
Engineering - Labor	612,306	611,697 A	472,899	402,206	70,693
Engineering - Non-Personnel	30,860	30,860	23,272	398,912	(375,640)
Highway - Labor	1,736,098	1,700,490	1,308,316	1,221,206	87,110
Highway - Non-Personnel	833,318	1,000,139 A	552,566	703,601 E	(151,035)
Street Lighting	349,500	349,500	223,948	189,077	34,871
Weed Control	9,050	9,050	6,364	5,268	1,096
<b>Total Public Works</b>	<b>\$ 3,571,132</b>	<b>\$ 3,701,736</b>	<b>\$ 2,587,365</b>	<b>\$ 2,920,270</b>	<b>\$ (332,905)</b>

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin**  
**General Fund**  
**Comparative Statement of Revenue, Expenses and Fund Balance**  
**For the 9 months ended September 30, 2019**

<b>Expenditures</b>	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
<b>Health &amp; Human Services:</b>					
Public Health - Labor	\$ 634,447	\$ 624,512 A	\$ 479,803	\$ 396,273	\$ 83,530
Public Health - Non-Personnel	73,250	73,250	56,680	46,810	9,870
Animal Control	43,100	43,100	35,075	22,850	12,225
<b>Total Health &amp; Human Services</b>	<b>750,797</b>	<b>740,862</b>	<b>571,558</b>	<b>465,933</b>	<b>105,625</b>
<b>Culture &amp; Recreation:</b>					
Senior Travel & Activities	22,000	23,450 A	17,577	13,585	3,992
Parks - Labor	112,477	112,568 A	81,335	101,599	(20,264)
Parks - Non-Personnel	48,225	48,225	30,992	23,470	7,522
<b>Total Culture &amp; Recreation</b>	<b>182,702</b>	<b>184,243</b>	<b>129,904</b>	<b>138,654</b>	<b>(8,750)</b>
<b>Conservation &amp; Development:</b>					
Planning - Labor	375,395	353,196 A	271,577	243,542	28,035
Planning - Non-Personnel	74,450	155,900 A	112,407	68,165 E	44,242
Economic Dev - Labor	103,431	106,043	81,964	94,310	(12,346)
Economic Dev - Non-Personnel	87,500	123,375 A	75,065	60,047 E	15,018
<b>Total Conservation &amp; Development</b>	<b>640,776</b>	<b>738,514</b>	<b>541,013</b>	<b>466,064</b>	<b>74,949</b>
<b>Contingency &amp; Unclassified:</b>					
Restricted - other	1,861,000	1,714,174	-	-	-
Unrestricted	206,228	89,630 A	-	12,000	(12,000)
Unclassified	2,500	22,500 A	6,175	15,396	(9,221)
<b>Total Contingency &amp; Unclassified</b>	<b>2,069,728</b>	<b>1,826,304</b>	<b>6,175</b>	<b>27,396</b>	<b>(21,221)</b>
<b>Anticipated Underexpenditures</b>	<b>(375,320)</b>	<b>(317,444) A</b>	<b>(238,083)</b>	<b>-</b>	<b>(238,083)</b>
<b>Transfers to Other Funds:</b>					
Capital Outlay Fund	250,000	258,100 A	6,075	8,100	(2,025)
Other Funds	24,000	24,000	24,000	24,000	-
<b>Total Transfers to Other Funds</b>	<b>274,000</b>	<b>282,100</b>	<b>30,075</b>	<b>32,100</b>	<b>(2,025)</b>
<b>Total Expenditures</b>	<b>\$ 28,098,442</b>	<b>\$ 28,167,730</b>	<b>\$ 19,755,915</b>	<b>\$ 19,371,015</b>	<b>\$ 384,900</b>
<b>Less Encumbrances</b>				<b>(96,638)</b>	
<b>Net Expenditures</b>				<b>\$ 19,274,377</b>	
% of YTD Budget				97.56%	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin  
General Fund  
Balance Sheet**

<b>ASSETS</b>	<b>9/30/2019</b>
Cash & Investments	\$ 12,858,776
Accounts & Taxes Receivable	888,125
Due from/Advances to Other Funds	159,234
Due from Other Governments	56,945
Prepaid Expenditures & Inventories	27,566
<b>Total Assets</b>	<b>\$ 13,990,646</b>
<b>LIABILITIES</b>	
Accounts Payable	\$ 559,344
Accrued Liabilities	746,034
Due to Other Funds & Governments	151,656
Special Deposits	59,393
Unearned Revenue	51,761
<b>Total Liabilities</b>	<b>1,568,188</b>
<b>FUND BALANCES</b>	
Nonspendable - Inventories, Prepaids, Advances, Assigned	186,800
Unassigned	12,235,658
<b>Total Fund Balances</b>	<b>12,422,458</b>
<b>Total Liabilities &amp; Fund Balances</b>	<b>\$ 13,990,646</b>

**City of Franklin  
Debt Service Funds  
Balance Sheet  
September 30, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Total	2018 Special Assessment	2018 Debt Service	2018 Total
<b>Assets</b>						
Cash and investments	\$ 738,235	\$ 269,167	\$ 1,007,402	\$ 677,545	\$ 267,085	\$ 944,630
Special assessment receivable	58,474	-	58,474	83,018	-	83,018
Total Assets	<u>\$ 796,709</u>	<u>\$ 269,167</u>	<u>\$ 1,065,876</u>	<u>\$ 760,563</u>	<u>\$ 267,085</u>	<u>\$ 1,027,648</u>
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 58,474	\$ -	\$ 58,474	\$ 83,018	\$ -	\$ 83,018
Unassigned fund balance	738,235	269,167	1,007,402	677,545	267,085	944,630
Total Liabilities and Fund Balance	<u>\$ 796,709</u>	<u>\$ 269,167</u>	<u>\$ 1,065,876</u>	<u>\$ 760,563</u>	<u>\$ 267,085</u>	<u>\$ 1,027,648</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual	2019 Amended Budget	2018 Special Assessment	2018 Debt Service	2018 Year-to-Date Actual
<b>Revenue</b>							
Property Taxes	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	5,729	-	5,729	-	51,449	-	51,449
Investment Income	18,172	9,700	27,872	-	2,145	2,658	4,803
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	<u>23,901</u>	<u>1,309,700</u>	<u>1,333,601</u>	<u>1,300,000</u>	<u>53,594</u>	<u>1,302,658</u>	<u>1,356,252</u>
<b>Expenditures:</b>							
Debt Service							
Principal	-	1,405,000	1,405,000	1,405,000	-	1,330,000	1,330,000
Interest	-	134,137	134,137	134,138	-	148,898	148,898
Bank Fees	-	1,200	1,200	1,050	-	-	-
Total expenditures	<u>-</u>	<u>1,540,337</u>	<u>1,540,337</u>	<u>1,540,188</u>	<u>-</u>	<u>1,478,898</u>	<u>1,478,898</u>
Transfers in	-	231,419	231,419	240,188	(60,000)	392,254	332,254
Net change in fund balances	<u>23,901</u>	<u>782</u>	<u>24,683</u>	<u>-</u>	<u>(6,406)</u>	<u>216,014</u>	<u>209,608</u>
Fund balance, beginning of year	<u>714,334</u>	<u>268,385</u>	<u>982,719</u>	<u>982,719</u>	<u>683,951</u>	<u>51,071</u>	<u>735,022</u>
Fund balance, end of period	<u>\$ 738,235</u>	<u>\$ 269,167</u>	<u>\$ 1,007,402</u>	<u>\$ 982,719</u>	<u>\$ 677,545</u>	<u>\$ 267,085</u>	<u>\$ 944,630</u>

City of Franklin  
Consolidating TID Funds  
Balance Sheet  
September 30, 2019

<u>Assets</u>	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Cash & investments	\$ 1,586,799	\$ 4,271,603	\$ 3,179,217	\$ 6,500,216	\$ (33,241)	\$ 15,504,594
Total Assets	<u>\$ 1,586,799</u>	<u>\$ 4,271,603</u>	<u>\$ 3,179,217</u>	<u>\$ 6,500,216</u>	<u>\$ (33,241)</u>	<u>\$ 15,504,594</u>
 <u>Liabilities and Fund Balance</u>						
Accounts payable	\$ -	\$ 288	\$ 2,030	\$ 3,421	\$ 1,094	\$ 6,833
Accrued liabilities	865,136	-	-	-	-	865,136
Due to other funds	-	-	-	-	-	-
Advances from other funds	-	-	-	13,000	-	13,000
Total Liabilities	<u>865,136</u>	<u>288</u>	<u>2,030</u>	<u>16,421</u>	<u>1,094</u>	<u>884,969</u>
Assigned fund balance	721,663	4,271,315	3,177,187	6,483,795	(34,335)	14,619,625
Total Liabilities and Fund Balance	<u>\$ 1,586,799</u>	<u>\$ 4,271,603</u>	<u>\$ 3,179,217</u>	<u>\$ 6,500,216</u>	<u>\$ (33,241)</u>	<u>\$ 15,504,594</u>

Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
<b>Revenue</b>						
General property tax levy	\$ 1,114,683	\$ 1,011,224	\$ 30,951	\$ -	\$ -	\$ 2,156,858
Payment in lieu of taxes	-	121,759	-	-	-	121,759
State exempt aid	482,476	21,414	123	-	-	504,013
Investment income	90,340	99,424	96,862	94,012	-	380,638
Bond proceeds	3,001,886	-	10,600,102	6,638,320	-	20,240,308
Total revenue	<u>4,689,385</u>	<u>1,253,821</u>	<u>10,728,038</u>	<u>6,732,332</u>	<u>-</u>	<u>23,403,576</u>
<b>Expenditures</b>						
Debt service interest & fees	\$ 64,121	\$ -	\$ 10,822,413	\$ 226,063	\$ -	\$ 11,112,597
Administrative expenses	98,468	27,762	28,706	4,130	1,162	160,228
Professional services	-	137,149	128,684	6,156	33,173	305,162
Capital outlays	-	714,802	5,292,426	-	-	6,007,228
Development incentive & obligation payment	4,458,656	-	-	-	-	4,458,656
Encumbrances	-	(805,748)	(35,863)	(1,156)	-	(842,767)
Total expenditures	<u>4,621,245</u>	<u>73,965</u>	<u>16,236,366</u>	<u>235,193</u>	<u>34,335</u>	<u>21,201,104</u>
Revenue over (under) expenditures	68,140	1,179,856	(5,508,328)	6,497,139	(34,335)	2,202,472
Fund balance, beginning of year	653,523	3,091,459	8,685,515	(13,344)	-	12,417,153
Fund balance, end of period	<u>\$ 721,663</u>	<u>\$ 4,271,315</u>	<u>\$ 3,177,187</u>	<u>\$ 6,483,795</u>	<u>\$ (34,335)</u>	<u>\$ 14,619,625</u>

**City of Franklin**  
**Tax Increment Financing District #3**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b>Assets</b>	<b>2019</b>	<b>2018</b>
Cash & investments	\$ 1,586,799	\$ 1,965,672
Total Assets	<u>\$ 1,586,799</u>	<u>\$ 1,965,672</u>
<b>Liabilities and Fund Balance</b>		
Accounts payable	\$ -	\$ -
Accrued liabilities	865,136	1,323,600
Total Liabilities	<u>865,136</u>	<u>1,323,600</u>
Assigned fund balance	721,663	642,072
Total Liabilities and Fund Balance	<u>\$ 1,586,799</u>	<u>\$ 1,965,672</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>					
General property tax levy	\$ 1,180,900	\$ 1,180,900	\$ 1,180,900	\$ 1,114,683	\$ 1,381,191
State exempt aid	479,831	479,831	478,256	482,476	464,931
Investment income	25,000	25,000	19,704	90,340	22,162
Bond proceeds	3,500,000	3,500,000	3,500,000	3,001,886	-
Total revenue	<u>5,185,731</u>	<u>5,185,731</u>	<u>5,178,860</u>	<u>4,689,385</u>	<u>1,868,284</u>
<b>Expenditures</b>					
Debt service principal	-	-	-	-	985,000
Debt service interest & fees	111,500	111,500	96,125	64,121	15,084
Administrative expenses	113,350	213,350	84,455	98,468	30,933
Interfund interest	-	-	-	-	74
Capital outlays	-	984,323	-	-	1,354,311
Development incentive & obligation payments	4,589,265	4,589,265	3,441,949	4,458,656	109,000
Total expenditures	<u>4,814,115</u>	<u>5,898,438</u>	<u>3,622,529</u>	<u>4,621,245</u>	<u>1,141,089</u>
Revenue over (under) expenditures	371,616	(712,707)	<u>\$ 1,556,331</u>	68,140	727,195
Fund balance, beginning of year	653,523	653,523		653,523	(85,123)
Fund balance, end of period	<u>\$ 1,025,139</u>	<u>\$ (59,184)</u>		<u>\$ 721,663</u>	<u>\$ 642,072</u>

**City of Franklin**  
**Tax Increment Financing District #4**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<u><b>Assets</b></u>	<b>2019</b>	<b>2018</b>
Cash & investments	\$ 4,271,603	\$ 3,556,431
Total Assets	<u>\$ 4,271,603</u>	<u>\$ 3,556,431</u>
<u><b>Liabilities and Fund Balance</b></u>		
Accounts payable	\$ 288	\$ 75,496
Total Liabilities	288	75,496
Assigned fund balance	4,271,315	3,480,935
Total Liabilities and Fund Balance	<u>\$ 4,271,603</u>	<u>\$ 3,556,431</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>					
General property tax levy	\$ 1,023,600	\$ 1,023,600	\$ 1,023,600	\$ 1,011,224	\$ 1,059,413
Payment in Lieu of Taxes	132,800	132,800	132,800	121,759	132,871
State exempt aid	19,700	19,700	18,500	21,414	16,195
Investment income	20,000	20,000	15,000	99,424	29,268
Bond proceeds	5,000,000	5,000,000	-	-	-
Total revenue	<u>6,196,100</u>	<u>6,196,100</u>	<u>1,189,900</u>	<u>1,253,821</u>	<u>1,237,747</u>
<b>Expenditures</b>					
Debt service interest & fees	188,750	188,750	85,313	-	-
Administrative expenses	10,350	10,350	7,762	27,762	5,984
Professional services	29,500	161,724	22,125	137,149	212,894
Capital outlay	8,000,000	8,714,802	6,000,000	714,802	1,201,850
Encumbrances	-	-	-	(805,748)	(1,257,917)
Total expenditures	<u>8,228,600</u>	<u>9,075,626</u>	<u>6,115,200</u>	<u>73,965</u>	<u>162,811</u>
Revenue over (under) expenditures	(2,032,500)	(2,879,526)	<u>\$ (4,925,300)</u>	1,179,856	1,074,936
Fund balance, beginning of year	<u>3,091,459</u>	<u>3,091,459</u>		<u>3,091,459</u>	<u>2,405,999</u>
Fund balance, end of period	<u>\$ 1,058,959</u>	<u>\$ 211,933</u>		<u>\$ 4,271,315</u>	<u>\$ 3,480,935</u>



**City of Franklin**  
**Tax Increment Financing District #5**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash & investments	\$ 3,179,217	\$ 14,458,973
Total Assets	<u>\$ 3,179,217</u>	<u>\$ 14,458,973</u>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 2,030	\$ -
Due to other funds	-	29,695
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>2,030</u>	<u>104,695</u>
Assigned fund balance	3,177,187	14,354,278
Total Liabilities and Fund Balance	<u>\$ 3,179,217</u>	<u>\$ 14,458,973</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>					
General property tax levy	\$ 31,500	\$ 31,500	\$ 23,625	\$ 30,951	\$ 30,500
State exempt aid	400	400	300	123	-
Investment income	25,000	25,000	18,750	96,862	121,006
Bond proceeds	10,000,000	10,000,000	7,500,000	10,600,102	23,386,959
Total revenue	<u>10,056,900</u>	<u>10,056,900</u>	<u>7,542,675</u>	<u>10,728,038</u>	<u>23,538,465</u>
<b>Expenditures</b>					
Debt service interest & fees	10,875,810	10,875,810	10,850,635	10,822,413	337,663
Administrative expenses	20,700	20,700	15,525	28,706	36,345
Professional services	10,000	124,279	93,209	128,684	63,223
Capital outlay	-	4,000,000	3,000,000	5,292,426	8,625,675
Development incentive & obligation payments	4,000,000	4,000,000	3,000,000	-	49,686
Encumbrances	-	-	-	(35,863)	(27,279)
Total expenditures	<u>14,906,510</u>	<u>19,020,789</u>	<u>16,959,369</u>	<u>16,236,366</u>	<u>9,085,313</u>
Revenue over (under) expenditures	(4,849,610)	(8,963,889)	<u>\$ (9,416,694)</u>	(5,508,328)	14,453,152
Fund balance, beginning of year	<u>8,685,515</u>	<u>8,685,515</u>		<u>8,685,515</u>	<u>(98,874)</u>
Fund balance, end of period	<u>\$ 3,835,905</u>	<u>\$ (278,374)</u>		<u>\$ 3,177,187</u>	<u>\$ 14,354,278</u>

City of Franklin  
 Ballpark Commons  
 Thru July 2019 Draw

		Streets	Storm Sewer	Parking Lot	County Methane	MMSD Main Movement	Topsoil Replacement	Berms	Water	Sanitary Sewer	Trail	Sound & Light	Contingency	Total
Dev Agreement Budget	Date Paid	5,157,399	2,564,027	1,930,196	3,887,300	458,000	2,602,500	920,000	1,011,124	782,266	145,000	100,000	2,933,672	22,491,484
Draw #17		(205,655)	5,427	(6,285)			16,121		189,252	1,140				(0)
Revised Budget		3,634,962	5,480,870	1,393,587	3,887,300	458,000	2,989,828	920,000	2,075,473	1,373,100	145,000	100,000	33,363	22,491,484
Draw's														
2018 Total		1,617,607	4,201,794	608,567	2,645,529	164,865	2,566,201	247,441	1,397,720	876,912	31,610	49,238	3,285	14,410,769
Draw 11		67,942	147,607	129,144	115,553	3,554	26,460	35,055	294,394	384,347				1,204,055
Draw 12		60,185	428,176	55,904	12,215		191,508	26,465	161,125	111,320				1,046,899
Draw 13		118,699	356,931	15,990	31,758	10,831	44,435		(85,877)	236,790				729,556
Draw 14	4/19/2019	115,240	16,263	2,765	42,544	6,325	8,481		38,226	128,712				388,556
Draw 15	5/14/2019	53,198	148,929	4,729	39,535	5,581	187,633	-	100,991	24,886	-	-		565,482
Draw # 16	6/6/2019	32,471	244,266	85,996	22,246	920	5,709		230,742			38,375		680,725
Draw #17	7/12/2019	307,184	4,892	202,419	20,326	4,371	16,121		170,568	1,027				726,909
Total 2019		754,919	1,347,064	496,947	284,177	31,582	480,346	61,520	910,169	887,083	-	38,375	-	5,292,181
Total		2,372,525	5,548,859	1,105,514	2,929,706	196,447	3,046,547	308,961	2,307,889	1,763,995	31,610	87,613	3,285	19,702,950
Remaining Budget		1,262,436	(67,989)	288,073	957,594	261,563	(56,719)	611,039	(232,416)	(390,895)	113,390	12,387	30,078	2,788,534

**City of Franklin**  
**Tax Increment Financing District #6**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<u><b>Assets</b></u>	<b>2019</b>	<b>2018</b>
Cash & investments	\$ 6,500,216	\$ -
Total Assets	<u>\$ 6,500,216</u>	<u>\$ -</u>
 <u><b>Liabilities and Fund Balance</b></u>		
Accounts payable	\$ 3,421	\$ -
Advances from other funds	13,000	-
Total Liabilities	<u>16,421</u>	<u>-</u>
Assigned fund balance	6,483,795	-
Total Liabilities and Fund Balance	<u>\$ 6,500,216</u>	<u>\$ -</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>					
Investment income	\$ -	\$ 132,300	\$ 85,000	\$ 94,012	\$ -
Bond proceeds	-	9,837,382	6,137,000	6,638,320	-
Total revenue	<u>-</u>	<u>9,969,682</u>	<u>6,222,000</u>	<u>6,732,332</u>	<u>-</u>
<b>Expenditures</b>					
Debt service interest & fees	\$ -	\$ 195,375	\$ 52,350	\$ 226,063	\$ -
Administrative expenses	-	8,550	5,100	4,130	-
Professional services	-	26,156	-	6,156	-
Capital outlay	-	9,000,000	8,000,000	-	-
Encumbrances	-	-	-	(1,156)	-
Total expenditures	<u>-</u>	<u>9,230,081</u>	<u>8,057,450</u>	<u>235,193</u>	<u>-</u>
Revenue over (under) expenditures	-	739,601	<u>\$ (1,835,450)</u>	6,497,139	-
Fund balance, beginning of year	<u>(13,344)</u>	<u>(13,344)</u>		<u>(13,344)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (13,344)</u>	<u>\$ 726,257</u>		<u>\$ 6,483,795</u>	<u>\$ -</u>

**City of Franklin**  
**Tax Increment Financing District #7**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash & investments	\$ (33,241)	\$ -
Total Assets	<u>\$ (33,241)</u>	<u>\$ -</u>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 1,094	\$ -
Advances from other funds	-	-
Total Liabilities	<u>1,094</u>	<u>-</u>
Assigned fund balance	(34,335)	-
Total Liabilities and Fund Balance	<u>\$ (33,241)</u>	<u>\$ -</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>					
Investment income	\$ -	\$ -	\$ -	\$ -	\$ -
Bond proceeds	-	240,000	-	-	-
Total revenue	<u>-</u>	<u>240,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures</b>					
Debt service interest, fees, bond issuance	\$ -	\$ 153,208	\$ -	\$ -	\$ -
Administrative expenses	-	5,200	-	1,162	-
Professional services	-	-	-	33,173	-
Capital outlay	-	2,750,000	-	-	-
Encumbrances	-	-	-	-	-
Total expenditures	<u>-</u>	<u>2,908,408</u>	<u>-</u>	<u>34,335</u>	<u>-</u>
Revenue over (under) expenditures	-	(2,668,408)	<u>\$ -</u>	(34,335)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ (2,668,408)</u>		<u>\$ (34,335)</u>	<u>\$ -</u>

**City of Franklin  
Library Fund  
Balance Sheet  
September 30, 2019 and 2018**

	<b>Operating</b>		<b>Restricted</b>	
<b>Assets</b>	<b>2019</b>	<b>2018</b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 875,493	\$ 781,197	\$ 152,745	\$ 159,520
Accrued receivables	-	68,068	-	-
<b>Total Assets</b>	<b>\$ 875,493</b>	<b>\$ 849,265</b>	<b>\$ 152,745</b>	<b>\$ 159,520</b>
<b>Liabilities and Fund Balance</b>				
Accounts payable	\$ 18,587	\$ 13,716	\$ 2,676	\$ 1,970
Accrued salaries & wages	26,067	22,352	-	-
Assigned fund balance	830,839	813,197	150,069	157,550
<b>Total Liabilities and Fund Balance</b>	<b>\$ 875,493</b>	<b>\$ 849,265</b>	<b>\$ 152,745</b>	<b>\$ 159,520</b>

**Statement of Revenue, Expenses and Fund Balance - Operating Fund  
For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>					
Property taxes	\$ 1,312,700	\$ 1,312,700	\$ 1,312,700	\$ 1,312,700	\$ 1,303,200
Reciprocal borrowing (restricted)	68,000	68,000	27,147	671	68,526
Investment income	8,500	8,500	6,375	23,870	10,642
Transfers in	-	8,100	-	8,100	-
<b>Total Revenue</b>	<b>1,389,200</b>	<b>1,397,300</b>	<b>1,346,222</b>	<b>1,345,341</b>	<b>1,382,368</b>
<b>Expenditures:</b>					
Salaries and benefits	955,268	963,368	739,322	682,473	681,361
Contractual services	12,750	12,750	11,151	9,593	11,371
Supplies	28,900	28,900	20,519	25,260	23,902
Services and charges	63,328	63,328	53,093	77,045	59,017
Contingency	-	6,240	-	6,240	2,000
Facility charges	230,850	230,850	165,936	140,809	167,525
Capital outlay	91,020	91,020	66,579	68,991	74,295
Encumbrances	-	-	-	(6,240)	-
<b>Total Library Costs</b>	<b>1,382,116</b>	<b>1,396,456</b>	<b>1,056,600</b>	<b>1,004,171</b>	<b>1,019,471</b>
<b>Total expenditures</b>	<b>1,382,116</b>	<b>1,396,456</b>	<b>1,056,600</b>	<b>1,004,171</b>	<b>1,019,471</b>
<b>Revenue over (under) expenditures</b>	<b>7,084</b>	<b>844</b>	<b>289,622</b>	<b>341,170</b>	<b>362,897</b>
<b>Fund balance, beginning of year</b>	<b>489,669</b>	<b>489,669</b>		<b>489,669</b>	<b>450,300</b>
<b>Fund balance, end of period</b>	<b>\$ 496,753</b>	<b>\$ 490,513</b>		<b>\$ 830,839</b>	<b>\$ 813,197</b>

**City of Franklin  
Tourism Commission  
Balance Sheet  
September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 310,501	\$ 214,253
<b>Total Assets</b>	<b>\$ 310,501</b>	<b>\$ 214,253</b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 250	\$ -
Assigned fund balance	310,251	214,253
<b>Total Liabilities and Fund Balance</b>	<b>\$ 310,501</b>	<b>\$ 214,253</b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual *</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue:</b>					
Room Taxes	\$ 226,000	\$ 226,000	\$ -	\$ 437	\$ 179
Investment Income	-	-	-	5,439	2,359
<b>Total revenue</b>	<b>226,000</b>	<b>226,000</b>	<b>-</b>	<b>5,876</b>	<b>2,538</b>
<b>Expenditures:</b>					
Sundry Contractors	10,000	10,000	7,500	14,080	-
Supplies	50,000	50,000	37,500	-	77
Training & Memberships	7,500	7,500	5,625	439	-
Tourism Events	50,000	50,000	37,500	3,734	-
Marketing	50,000	86,937	37,500	70,381	-
Encumbrances	-	-	-	(16,940)	-
<b>Total expenditures</b>	<b>167,500</b>	<b>204,437</b>	<b>125,625</b>	<b>71,694</b>	<b>77</b>
Revenue over (under) expenditures	58,500	21,563	<u>(125,625)</u>	(65,818)	2,461
Fund balance, beginning of year	376,069	376,069		376,069	211,792
<b>Fund balance, end of period</b>	<b>\$ 434,569</b>	<b>\$ 397,632</b>		<b>\$ 310,251</b>	<b>\$ 214,253</b>

\* Amount shown is actual expenditures plus encumbrance

**City of Franklin**  
**Solid Waste Collection Fund**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 944,220	\$ 910,762
Accrued Receivables	349	44
Total Assets	<u>\$ 944,569</u>	<u>\$ 910,806</u>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 132,270	\$ 125
Accrued salaries & wages	458	430
Restricted fund balance	811,841	910,251
Total Liabilities and Fund Balance	<u>\$ 944,569</u>	<u>\$ 910,806</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Adopted Budget</b>	<b>2019 YTD Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>				
Grants	\$ 69,000	69,000	\$ 68,858	\$ 68,984
User Fees	1,220,400	1,219,729	1,215,549	1,211,405
Landfill Operations-tippage	361,800	236,712	240,795	239,135
Investment Income	9,500	7,809	25,756	10,902
Sale of Recyclables	-	-	2,204	1,044
Total Revenue	<u>1,660,700</u>	<u>1,533,250</u>	<u>1,553,162</u>	<u>1,531,470</u>
<b>Expenditures:</b>				
Personal Services	16,931	11,966	10,345	11,097
Refuse Collection	713,750	523,095	533,636	462,151
Recycling Collection	380,720	279,117	295,915	256,692
Leaf & Brush Pickups	63,800	47,850	20,000	20,000
Tippage Fees	469,000	351,750	310,702	263,671
Miscellaneous	3,500	2,625	1,470	1,285
Printing	1,800	1,350	-	-
Total expenditures	<u>1,649,501</u>	<u>1,217,753</u>	<u>1,172,068</u>	<u>1,014,896</u>
Revenue over (under) expenditures	11,199	<u>315,497</u>	381,094	516,574
Fund balance, beginning of year	<u>430,747</u>		<u>430,747</u>	<u>393,677</u>
Fund balance, end of period	<u>\$ 441,946</u>		<u>\$ 811,841</u>	<u>\$ 910,251</u>

**City of Franklin  
Capital Outlay Fund  
Balance Sheet  
September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 672,750	\$ 529,364
<b>Total Assets</b>	<b>\$ 672,750</b>	<b>\$ 529,364</b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 43,641	\$ 10,007
Assigned fund balance	629,109	519,357
<b>Total Liabilities and Fund Balance</b>	<b>\$ 672,750</b>	<b>\$ 529,364</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2019 and 2018**

<b>Revenue</b>	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
Property Taxes	\$ 452,800	\$ 452,800	\$ 452,800	\$ 452,800	\$ 450,500
Grants	5,000	5,000	3,750	8,998	2,021
Landfill Siting	317,000	317,000	291,165	308,490	135,200
Investment Income	6,000	6,000	4,500	15,138	4,959
Miscellaneous Revenue	25,000	25,000	15,559	12,170	22,070
Transfers from Other Funds	250,000	250,000	187,500	-	101,000
<b>Total Revenue</b>	<b>1,055,800</b>	<b>1,055,800</b>	<b>955,274</b>	<b>797,596</b>	<b>715,750</b>
<b>Expenditures:</b>					
General Government	158,610	247,203	138,710	106,561	97,420
Public Safety	473,795	602,585	497,716	451,316	477,318
Public Works	34,020	66,520	43,081	51,617	53,666
Health and Human Services	1,020	1,020	765	1,006	3,563
Culture and Recreation	9,000	29,766	20,175	20,623	9,828
Conservation and Development	1,500	3,510	2,250	503	1,018
Contingency	50,000	51,385	51,385	2,303	6,525
Contingency - Pending Additional Consideration	100,000	-	49,258	-	-
Contingency - Restricted	250,000	250,000	-	-	-
Encumbrances	-	-	-	(40,399)	(99,905)
Transfers to Other Funds	-	-	-	-	-
<b>Total expenditures</b>	<b>1,077,945</b>	<b>1,251,989</b>	<b>803,340</b>	<b>593,530</b>	<b>549,433</b>
Revenue over (under) expenditures	(22,145)	(196,189)	<u>151,934</u>	204,066	166,317
Fund balance, beginning of year	425,043	425,043		425,043	353,040
<b>Fund balance, end of period</b>	<b>\$ 402,898</b>	<b>\$ 228,854</b>		<b>\$ 629,109</b>	<b>\$ 519,357</b>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth



**City of Franklin  
Equipment Replacement Fund  
Balance Sheet  
September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 3,255,902	\$ 2,784,253
<b>Total Assets</b>	<b>\$ 3,255,902</b>	<b>\$ 2,784,253</b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ -	\$ 10,689
Assigned fund balance	3,255,902	2,773,564
<b>Total Liabilities and Fund Balance</b>	<b>\$ 3,255,902</b>	<b>\$ 2,784,253</b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2018 and 2017**

	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue:</b>					
Property Taxes	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 350,000
Landfill	376,700	376,700	345,059	377,220	184,000
Investment Income	29,000	29,000	21,750	77,691	6,848
Property Sales	30,000	30,000	18,267	727	19,231
<b>Total revenue</b>	<b>610,700</b>	<b>610,700</b>	<b>560,076</b>	<b>630,638</b>	<b>560,079</b>
<b>Expenditures:</b>					
Public Safety	1,006,670	1,006,670	854,577	633,395	84,162
Public Works	190,000	210,431	125,126	210,431	250,424
Encumbrances	-	-	-	(823,395)	(236,256)
<b>Total expenditures</b>	<b>1,196,670</b>	<b>1,217,101</b>	<b>979,703</b>	<b>20,431</b>	<b>98,330</b>
<b>Revenue over (under) expenditures</b>	<b>(585,970)</b>	<b>(606,401)</b>	<b>(419,627)</b>	<b>610,207</b>	<b>461,749</b>
<b>Fund balance, beginning of year</b>	<b>2,645,695</b>	<b>2,645,695</b>		<b>2,645,695</b>	<b>2,311,815</b>
<b>Fund balance, end of period</b>	<b>\$ 2,059,725</b>	<b>\$ 2,039,294</b>		<b>\$ 3,255,902</b>	<b>\$ 2,773,564</b>

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 290,724	\$ 297,924
Total Assets	<u>\$ 290,724</u>	<u>\$ 297,924</u>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 44,809	\$ 2,917
Assigned fund balance	245,915	295,007
Total Liabilities and Fund Balance	<u>\$ 290,724</u>	<u>\$ 297,924</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Totals</b>	<b>2018 Year-to-Date Totals</b>
<b>Revenue:</b>				
Property Taxes	\$ 18,200	\$ 18,200	\$ 18,200	\$ 714,700
Landfill Siting	133,000	133,000	170,550	113,800
Investment Income	4,000	4,000	12,602	8,134
Local Road Improvement Aids	700,000	700,000	600,000	-
Refunds and Reimbursements	-	-	-	-
Total revenue	<u>855,200</u>	<u>855,200</u>	<u>801,352</u>	<u>836,634</u>
<b>Expenditures:</b>				
Street Reconstruction Program - Current Year	975,000	1,105,000	1,156,213	903,044
Encumbrances	-	-	(201,388)	(75,151)
Total expenditures	<u>975,000</u>	<u>1,105,000</u>	<u>954,825</u>	<u>827,893</u>
Revenue over (under) expenditures	(119,800)	(249,800)	(153,473)	8,741
Fund balance, beginning of year	<u>399,388</u>	<u>399,388</u>	<u>399,388</u>	<u>286,266</u>
Fund balance, end of period	<u>\$ 279,588</u>	<u>\$ 149,588</u>	<u>\$ 245,915</u>	<u>\$ 295,007</u>

**City of Franklin**  
**Capital Improvement Fund**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 2,574,975	\$ 3,417,687
Accrued receivables	8,949	847
<b>Total Assets</b>	<b>\$ 2,583,924</b>	<b>\$ 3,418,534</b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 1,142,738	\$ 7,833
Contracts Payable	228,231	-
Escrow Balances Due	-	78,915
Assigned fund balance	1,212,955	3,331,786
<b>Total Liabilities and Fund Balance</b>	<b>\$ 2,583,924</b>	<b>\$ 3,418,534</b>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 201**

	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Totals</b>	<b>2018 Year-to-Date Totals</b>
<b>Revenue:</b>				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	1,150,000	1,150,000	-	-
Landfill Siting	560,000	560,000	682,412	93,394
Transfers from Other Funds	-	-	92,000	-
Transfers from Impact Fees	384,511	384,511	102,932	16,015
Transfers from Connection Fees	1,000,000	1,000,000	-	-
Bond Proceeds	2,100,000	2,750,000	-	-
Donations	-	-	-	11,085
Refunds & Reimbursements	-	-	65	-
Investment Income	20,000	20,000	76,486	21,805
<b>Total revenue</b>	<b>5,214,511</b>	<b>5,864,511</b>	<b>953,895</b>	<b>142,299</b>
<b>Expenditures:</b>				
General Government	1,815,000	1,822,940	1,760,861	12,339
Public Safety	1,665,000	1,707,696	1,475,857	112,069
Public Works	2,550,000	3,340,565	2,562,618	581,763
Culture and Recreation	843,109	846,434	570,199	345,601
Sewer & Water	1,000,000	1,000,000	-	-
Contingency	100,000	99,984	23,663	3,084
Bond/Note Issuance Cost	75,000	75,000	-	-
Transfers to Other Funds	-	-	-	101,000
Encumbrances	-	-	(3,328,886)	(549,850)
<b>Total expenditures</b>	<b>8,048,109</b>	<b>8,892,619</b>	<b>3,064,312</b>	<b>606,006</b>
Revenue over (under) expenditures	(2,833,598)	(3,028,108)	(2,110,417)	(463,707)
Fund balance, beginning of year	3,323,372	3,323,372	3,323,372	3,795,493
<b>Fund balance, end of period</b>	<b>\$ 489,774</b>	<b>\$ 295,264</b>	<b>\$ 1,212,955</b>	<b>\$ 3,331,786</b>

**City of Franklin  
Development Fund  
Balance Sheet  
September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 6,779,275	\$ 5,340,936
<b>Total Assets</b>	<b>\$ 6,779,275</b>	<b>\$ 5,340,936</b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ -	\$ -
Payable to Developers- Oversizing	103,934	59,799
Assigned fund balance	6,675,341	5,281,137
<b>Total Fund Balance</b>	<b>6,675,341</b>	<b>5,281,137</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 6,779,275</b>	<b>\$ 5,340,936</b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue:</b>				
Impact Fee. Parks	\$ 400,000	\$ 315,888	\$ 227,257	\$ 503,205
Southwest Sewer Service Area	35,000	33,056	25,608	4,689
Administration	7,500	6,137	5,161	12,045
Water	425,000	330,150	304,343	524,049
Transportation	25,000	21,620	44,714	34,731
Fire Protection	50,000	41,107	50,131	80,264
Law Enforcement	75,000	61,636	92,410	147,141
Library	75,000	59,010	63,799	138,655
Total Impact Fees	1,092,500	868,604	813,423	1,444,779
Investment Income	60,000	45,000	153,507	18,054
Interfund Interest Income	-	-	-	74
Total revenue	1,152,500	913,604	966,930	1,462,907
<b>Expenditures:</b>				
Other Professional Services	35,253	15,000	15,253	3,321
Transfer to Debt Service				
Law Enforcement	205,000	205,000	133,800	130,220
Fire	43,100	43,100	39,333	45,226
Transportation	73,250	73,250	18,000	43,541
Library	133,100	133,100	132,286	113,267
Total Transfers to Debt Service	454,450	454,450	323,419	332,254
Transfer to Capital Improvement Fund				
Park	384,511	43,239	128,218	16,015
Total Transfers to Capital Improve	384,511	43,239	128,218	16,015
Sewer Fees	500,000	-	-	-
Water Fees	500,000	166,667	317,130	-
Encumbrances		-	(352,235)	(3,321)
Total expenditures	1,874,214	679,356	431,785	348,269
Revenue over (under) expenditures	(721,714)	234,248	535,145	1,114,638
Fund balance, beginning of year	4,058,562		6,140,196	4,166,499
Fund balance, end of period	\$ 3,336,848		\$ 6,675,341	\$ 5,281,137

## Development Fund

## City of Franklin

**Summary of Impact Fee Activity**  
**For the nine months ended September 30, 2019**

	4292	4293	4294	4295	4296	4297	4299	27 1100 1111 -27 2000 2117
Cash Acct								
Revenue Acct								
Expenditure Acct								
	Parks Recreation	SW Sewer	Admin Fee *	Water	Transportation	Fire Protection	Law Enforcement	Library
								Net Cash Balance
<b>Beginning Bal, 01/01/19</b>	4,098,570.98	39,277.12	90,530.02	1,522,882.55	23,732.20	94,469.10	129,589.07	141,145.03
<b>1st Quarter</b>								6,140,196.07
Impact Fees	56,316.00	8,415.00	990.00	155,958.00	5,721.00	9,831.00	18,182.00	15,945.00
Expenditures			(2,745.50)	<sup>2</sup> (18,000.00)	<sup>1</sup> (39,333.13)		(133,800.00)	(132,286.26)
subtotal	4,154,886.98	47,692.12	88,774.52	1,678,840.55	11,453.20	64,966.97	13,971.07	24,803.77
Transfers								6,085,389.18
Investment Income	35,883.44	378.11	779.56	13,920.09	152.98	693.18	624.15	0.00
<b>Ending balance 3/31/2019</b>	<b>4,190,770.42</b>	<b>48,070.23</b>	<b>89,554.08</b>	<b>1,692,760.64</b>	<b>11,606.18</b>	<b>65,660.15</b>	<b>14,595.22</b>	<b>25,525.26</b>
<b>2nd Quarter</b>								320,056.00
Impact Fees	113,421.00	7,815.00	2,750.00	93,055.00	12,935.00	20,529.00	37,985.00	31,566.00
Expenditures			(2,102.50)					
subtotal	4,304,191.42	55,885.23	90,201.58	1,785,815.64	24,541.18	86,189.15	52,580.22	57,091.26
Transfers								6,456,495.68
Investment Income	39,030.07	506.76	817.94	16,193.64	222.54	781.56	476.79	0.00
<b>Ending balance 6/30/2019</b>	<b>4,343,221.49</b>	<b>56,391.99</b>	<b>91,019.52</b>	<b>1,802,009.28</b>	<b>24,763.72</b>	<b>86,970.71</b>	<b>53,057.01</b>	<b>57,608.96</b>
<b>3rd Quarter</b>								222,009.00
Impact Fees	57,520.00	9,378.00	1,421.00	55,330.00	26,058.00	19,771.00	36,243.00	16,288.00
Expenditures	(102,932.46)	0.00	(585.00)	0.00	0.00	0.00	0.00	0.00
subtotal	4,297,809.03	65,769.99	91,855.52	1,857,339.28	50,821.72	106,741.71	89,300.01	73,896.96
Transfers	0.00							6,633,534.22
Investment Income	27,086.40	414.51	578.89	11,705.64	320.30	672.73	562.80	0.00
<b>Ending balance 9/30/2019</b>	<b>4,324,895.43</b>	<b>66,184.50</b>	<b>92,434.41</b>	<b>1,869,044.92</b>	<b>51,142.02</b>	<b>107,414.44</b>	<b>89,862.81</b>	<b>74,362.69</b>
2019 Impact Fees	227,257.00	25,608.00	5,161.00	304,343.00	44,714.00	50,131.00	92,410.00	63,799.00
2018 Impact Fees	869,037.00	4,689.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00
2017 Impact Fees	66,591.00	0.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00
2016 Impact Fees	209,983.00	0.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00
2015 Impact Fees	137,670.00	2,928.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00
2014 Impact Fees	184,592.00	17,568.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00
2013 Impact Fees	317,206.00	11,712.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00
* Funded by an Administrative Fee not an impact fee								987,905.00
<b>Scheduled</b>				73,499	42,996	205,004	134,039	455,538
Unpaid Balance @ 12/31/2018				624,550	225,400	466,100	92,230	1,408,280
Deferred principal & interest				270,444	0	1,449,632	896,953	2,617,029
103,934.00								
Oversizing payments due in future periods								

**City of Franklin**  
**Summary of Park Impact Fee Availability**  
**September 30, 2019**

		Spent By	Current Impact Fees			Total
			Impact Fee	Interest	Expenditures	
2019	1st Qtr	2028	56,316 00	35,883 44	0 00	92,199 44
	2nd Qtr	2028	113,421 00	8,687 63	0 00	122,108 63
	3rd Qtr	2028	53,925 00	0 00	102,932 46	(49,007 46)
	4th Qtr	2028	0 00	0 00	0 00	-
	<b>2019</b>		<b>223,662 00</b>	<b>44,571 07</b>	<b>102,932 46</b>	<b>165,300 61</b>
<b>2018</b>						
	<b>2018</b>		<b>869,037 00</b>	<b>47,964 42</b>	<b>202,038 51</b>	<b>714,962 91</b>
2017	2017		66,591 00	33,123 42	661 26	99,053 16
2016	Total		209,983 00	28,120 12	212,221 99	25,881 13
2015	Total		137,670 00	55,558 15	607,299 51	(414,071 36)
2014	Total		184,592 00	133,563 95	626,182 10	(308,026 15)
2013	Total		317,206 00	84,950 58	124,912 10	277,244 48
2012	Total		263,398 00	102,473 34	-	365,871 34
2011	Total		163,106 00	44,506 30	-	207,612 30
2010	Total		145,479 00	66,273 18	46 87	211,705 31
2009	Total		80,215 00	86,651 98	5,459 02	161,407 96
2008	Total		133,074 00	95,987 90	10,913 04	218,148 86
2007	Total		220,706 00	172,806 38	823,897 23	(430,384 85)
2006	1st Qtr		216,825 00	26,798 63	-	243,623 63
	2nd Qtr		189,847 00	32,334 72	-	222,181 72
	3rd Qtr		112,461 00	47,200 50	-	159,661 50
	4th Qtr		127,774 00	38,616 60	392,618 08	(226,227 48)
	Total		646,907 00	144,950 45	392,618 08	399,239 37
2005	Total		1,006,696 00	63,382 62	471,251 40	598,827 22
2004	Total		1,028,255 00	17,433 14	28,523 46	1,017,164 68
2003	Total		668,917 00	6,283 52	-	675,200 52
2002	Total		275,620 00	3,114 10	-	278,734 10
<b>Balance</b>			<b>6,417,452 00</b>	<b>1,187,143 55</b>	<b>3,608,957 03</b>	<b>4,098,570 98</b>
Spent			3,498,621 00			

City of Franklin  
Monthly Park Impact Fees Collected  
27.0000.4291

Spent thru 9/30/19

Month	Collected Year & Month													
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Jan	99,863	25,497	34,866	6,250	-	-	20,842	7,598	5,632	2,816	-	-	9,765	31,667
Feb	71,079	8,499	14,880	11,465	3,281	83,871	10,851	3,799	5,632	5,914	12,002	6,342	3,423	13,864
Mar	45,883	22,664	8,928	3,125	3,281	10,335	14,468	18,995	8,448	3,098	9,045	6,342	17,115	10,785
Apr	68,384	14,165	5,952	3,125	76,578	10,335	10,851	83,610	43,696	8,871	6,030	6,342	3,423	77,471
May	57,584	11,332	11,904	6,250	3,281	-	7,234	18,995	5,632	54,874	119,591	9,513	77,676	10,785
Jun	63,879	45,328	2,976	6,250	16,405	10,335	36,170	22,794	21,168	14,785	9,045	3,171	87,945	25,165
Jul	44,986	22,396	20,832	15,625	13,124	13,780	94,259	26,593	16,896	2,957	6,030	9,513	145,083	25,165
Aug	37,786	14,165	8,928	12,500	9,843	6,890	21,702	43,066	14,080	11,828	9,045	6,342	81,099	28,760
Sep	29,689	16,998	5,952	3,125	9,843	-	3,617	30,400	19,712	11,828	18,090	9,513	77,676	3,595
Oct	32,388	22,664	11,904	9,375	-	3,445	18,085	40,528	26,800	14,785	3,015	-	13,692	-
Nov	35,992	11,332	2,976	-	3,281	17,225	21,702	15,196	8,448	5,914	12,060	-	13,692	-
Dec	59,394	5,666	2,976	3,125	6,562	6,890	3,617	5,632	8,448	-	6,030	9,513	338,448	-
Total	646,907	220,706	133,074	80,215	145,479	163,106	263,398	317,206	184,592	137,670	209,983	66,591	869,037	227,257

2019 Budget - Projects  
Project  
Pleasant View Pavilion  
Pleasant View Park Dev  
Neighborhood Park Land Acq  
Total

<u>Cost</u>	<u>Impact Fees</u>
500,000	235,000
20,000	9,400
298,109	140,111
818,109	384,511

Regular Holding Period is 10 years from date collected

Per Resolution 2016-7177 - Holding period extended to 13 years for fees collected after April 10, 2006 this extended holding period ends Dec 31, 2022

L:\41803 VOL1 Finance\Impact Fees\Park Impact Fees.xlsx\IMP FEES-History

**City of Franklin**  
**Utility Development Fund**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
Cash and investments - Water	\$ 853,111	\$ 640,576
Cash and investments - Sewer	1,138,818	899,933
Special Assessment - Water Current	201,739	140,867
Special Assessment - Water Deferred	170,661	314,587
Special Assessment - Sewer Current	191,587	241,026
Special Assessment - Sewer Deferred	-	70,898
Reserve for Uncollectible	(16,776)	(16,776)
<b>Total Assets</b>	<b><u>\$ 2,539,140</u></b>	<b><u>\$ 2,291,111</u></b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ -	\$ -
Unearned Revenue	547,211	750,602
<b>Total Fund Balance</b>	<b><u>1,991,929</u></b>	<b><u>1,540,509</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,539,140</u></b>	<b><u>\$ 2,291,111</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b><u>2019</u></b>	<b><u>2019</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
	<b><u>Original</u></b>	<b><u>Year-to-Date</u></b>	<b><u>Year-to-Date</u></b>	<b><u>Year-to-Date</u></b>
<b>Revenue:</b>	<b><u>Budget</u></b>	<b><u>Budget</u></b>	<b><u>Actual</u></b>	<b><u>Actual</u></b>
Special Assessments				
Water	\$ 28,400	\$ 6,687	\$ 145,791	\$ 23,695
Sewer	29,200	4,505	70,898	5,830
Connection Fees				
Water	2,000	2,000	-	-
Sewer	35,000	28,376	31,920	79,500
<b>Total Assessments &amp; Connection Fees</b>	<b><u>94,600</u></b>	<b><u>41,568</u></b>	<b><u>248,609</u></b>	<b><u>109,025</u></b>
Special Assessment Interest	17,900	280	-	213
Investment Income	10,000	7,500	30,782	17,893
<b>Total revenue</b>	<b><u>122,500</u></b>	<b><u>49,348</u></b>	<b><u>279,391</u></b>	<b><u>127,131</u></b>
<b>Transfer to Capital Improvement Fund</b>				
Water	500,000	-	-	-
Sewer	500,000	-	-	-
<b>Total Transfers to Capital Improven</b>	<b><u>1,000,000</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Revenue over (under) expenditures</b>	<b>(877,500)</b>	<b>49,348</b>	<b>279,391</b>	<b>127,131</b>
<b>Fund balance, beginning of year</b>			<b><u>1,712,538</u></b>	<b><u>1,413,378</u></b>
<b>Fund balance, end of period</b>			<b><u>\$ 1,991,929</u></b>	<b><u>\$ 1,540,509</u></b>



**City of Franklin**  
**Sanitary Sewer Fund**  
**Statement of Revenue, Expenditures,**  
**and Changes in Net Assets**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>Current Year-to-Date Totals</b>	<b>Prior Year-to-Date Totals</b>
<b>Operating Revenue</b>				
Residential	\$ 2,044,600	\$ 1,532,380	\$ 1,548,839	\$ 1,512,629
Commercial	557,100	425,953	455,415	453,433
Industrial	460,700	351,054	321,628	315,630
Public Authority	172,000	128,599	131,431	112,701
Penalties/Other	37,000	18,838	17,128	17,312
Multi Family	505,000	378,750	379,109	373,963
Miscellaneous Revenue	6,750	5,063	-	-
<b>Total Operating Revenue</b>	<b>3,783,150</b>	<b>2,840,637</b>	<b>2,853,550</b>	<b>2,785,668</b>
<b>Operating Expenditures</b>				
Salaries and benefits	\$ 519,746	\$ 399,547	\$ 388,322	\$ 358,117
Contractual services	146,965	108,669	133,068	81,039
Supplies	73,750	55,312	45,664	39,677
Facility charges	70,450	52,366	37,504	32,323
Shared meter costs	7,000	5,250	-	-
Sewer service - MMSD	2,448,000	1,836,000	1,837,548	1,812,769
Other operating costs	23,800	18,239	13,362	10,115
Allocated expenses	116,500	87,375	96,641	90,305
Sewer improvements	701,049	622,483	208,677	74,070
Depreciation	179,900	134,925	135,000	131,040
Encumbrances	-	-	(74,860)	-
<b>Total operating expenditures</b>	<b>4,287,160</b>	<b>3,320,166</b>	<b>2,820,926</b>	<b>2,629,455</b>
<b>Operating Income (Loss)</b>	<b>(504,010)</b>	<b>(479,529)</b>	<b>32,624</b>	<b>156,213</b>
<b>Non-Operating Revenue (Expenditures)</b>				
Intergovernmental	500,000	375,000	-	-
Miscellaneous income	-	-	1,825	2,950
Investment income	461,500	346,125	260,032	258,630
Interest expense	(447,500)	(335,625)	(447,534)	(246,381)
Retirement - GASB 68	(10,000)	(7,500)	-	-
Capital expenditures	(137,119)	(102,840)	(10,137)	-
Encumbrances	-	-	8,648	-
<b>Total non-operating revenue (expenditures)</b>	<b>366,881</b>	<b>275,160</b>	<b>(187,166)</b>	<b>15,199</b>
<b>Income (Loss) before Capital Contributions</b>	<b>(137,129)</b>	<b>(204,369)</b>	<b>(154,542)</b>	<b>171,412</b>
Retained Earnings- Beginning	1,578,345	1,578,345	1,578,345	1,647,847
Transfer (to) from Invested in Capital Assets	116,900	87,675	1,212	97,281
<b>Retained Earnings- Ending</b>	<b>1,558,116</b>	<b>1,461,651</b>	<b>1,425,015</b>	<b>1,916,540</b>
<b>Capital Contributions</b>	<b>5,025,000</b>	<b>3,768,750</b>	<b>-</b>	<b>-</b>
Depreciation - CIAC	(2,018,100)	(1,513,575)	(1,513,575)	(1,509,030)
Transfer (to) from Retained Earnings	(116,900)	(87,675)	(1,212)	(97,281)
<b>Change in Net Investment in Capital Assets</b>	<b>2,890,000</b>	<b>2,167,500</b>	<b>(1,514,787)</b>	<b>(1,606,311)</b>
<b>Net Investment in Capital Assets-Beginning</b>	<b>61,590,890</b>	<b>61,590,890</b>	<b>61,590,890</b>	<b>63,241,982</b>
<b>Net Investment in Capital Assets-Ending</b>	<b>64,480,890</b>	<b>63,758,390</b>	<b>60,076,103</b>	<b>61,635,671</b>
<b>Total net assets</b>	<b>\$ 66,039,006</b>	<b>\$ 65,220,041</b>	<b>\$ 61,501,118</b>	<b>\$ 63,552,211</b>

**City of Franklin  
Sanitary Sewer Fund  
Comparative Balance Sheet  
September 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
<b><u>Assets</u></b>		
Current assets		
Cash and investments	\$ 1,413,069	\$ 1,690,144
Accounts receivable	1,134,124	1,087,629
Miscellaneous receivable	6,980	7,030
Total current assets	<u>2,554,173</u>	<u>2,784,803</u>
Non current assets		
Due from MMSD	17,555,340	18,799,969
Sanitary Sewer plant in service		
Land	725,594	725,594
Buildings and improvements	3,308,050	3,298,163
Improvements other than buildings	78,754,451	78,754,451
Machinery and equipment	1,223,202	1,089,854
Construction in progress	95,510	-
	<u>84,106,807</u>	<u>83,868,062</u>
Less accumulated depreciation	<u>(24,030,704)</u>	<u>(22,232,391)</u>
Net sanitary sewer plant in service	<u>60,076,103</u>	<u>61,635,671</u>
Deferred assets		
Pension assets	<u>89,558</u>	<u>386,276</u>
Total Assets	<u><u>\$ 80,275,174</u></u>	<u><u>\$ 83,606,719</u></u>
<b><u>Liabilities and Net Assets</u></b>		
Current liabilities		
Accounts payable	\$ 876,918	\$ 655,499
Accrued liabilities	29,109	28,084
Due to Franklin Water Utility	-	194
Due to General Fund - non-interest bearing	<u>77,143</u>	<u>82,127</u>
Total current liabilities	983,170	765,904
Non current liabilities		
Accrued compensated absences	75,360	75,021
Pension liability (GASB 68)	57,415	361,331
General Obligation Notes payable - CWF	<u>17,555,341</u>	<u>18,799,970</u>
Total liabilities	<u>18,671,286</u>	<u>20,002,226</u>
Deferred inflows		
Pension liabilities	102,770	52,282
Net Assets:		
Invested in capital assets, net of related debt	42,520,763	42,835,702
Restricted balances - LT receivable	17,555,340	18,978,559
Retained earnings	<u>1,425,015</u>	<u>1,737,950</u>
Total net assets	<u>61,501,118</u>	<u>63,552,211</u>
Total Liabilities and Net Assets	<u><u>\$ 80,275,174</u></u>	<u><u>\$ 83,606,719</u></u>

**City of Franklin  
Sanitary Sewer Fund  
Statement of Cash Flows  
For the Nine months ended September 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
<b>Cash Flows from Operating Activities</b>		
Operating income (loss)	\$ 32,624	\$ 156,213
Adjustments to reconcile operating income to net cash provided by operating activities		
Depreciation	135,000	131,040
(Increase) decrease in assets:		
Accounts receivable	(184,345)	(241,223)
Taxes receivable	108,886	97,015
Due from other funds	-	44,579
Due from MMSD & Other Governments		
Miscellaneous receivable	-	1
Prepaid expenses	2,291	-
Increase (decrease) in liabilities		
Accounts payable	256,342	(144,989)
Accrued expenses	-	-
Due to other funds	-	(20,714)
GASB 68 pension	-	-
Total Adjustments	<u>318,174</u>	<u>(134,291)</u>
<b>Net Cash Provided by Operating Activities</b>	<u>\$ 350,798</u>	<u>\$ 21,922</u>
 <b>Cash Flows From Capital &amp; Related Financing Activities</b>		
Due from MMSD & Other Governments	1,244,629	1,214,723
Due to general fund	-	-
Notes payable	(1,244,629)	(1,214,722)
Acquisition of capital assets	(135,277)	(33,759)
Investment in deferred assets/liabilities	-	-
<b>Net Cash Provided (Used) in Capital and Financing Activities</b>	<u>(135,277)</u>	<u>(33,758)</u>
 <b>Cash Flows from Investing Activities</b>		
Interest and other income	261,857	261,580
Interest expense	<u>(447,534)</u>	<u>(246,381)</u>
 <b>Net Change in Cash and Cash Equivalents</b>	29,844	3,363
 <b>Cash and Cash Equivalents, beginning of period</b>	1,383,225	1,686,781
 <b>Cash and Cash Equivalents, end of period</b>	<u><u>\$ 1,413,069</u></u>	<u><u>\$ 1,690,144</u></u>

**Franklin Municipal Water Utility  
Statement of Revenue, Expenditures  
and Changes in Net Assets  
For the period ended September 30, 2019 and 2018**

<u>Account Description</u>	<u>Annual Budget</u>	<u>Year to Date Budget</u>	<u>Current Year to Date</u>	<u>Prior Year to Date</u>
<b>Operating Revenue</b>				
Metered Sales-Residential	\$ 3,067,900	\$ 2,370,966	\$ 2,213,080	\$ 2,259,768
Metered Sales-Commercial	686,200	531,950	519,581	539,362
Metered Sales-Industrial	494,700	370,297	330,307	358,578
Other Sales to Public Authority	259,000	193,187	205,671	183,712
Metered Sales-Multifamily	765,200	573,900	558,171	564,372
Metered Sales-Irrigation	123,000	92,250	92,309	123,721
<b>Total Metered Sales</b>	<b>5,396,000</b>	<b>4,132,550</b>	<b>3,919,119</b>	<b>4,029,513</b>
Unmetered Sales	7,500	2,645	9,884	8,587
Private Fire Protection	124,100	92,967	93,506	92,380
Public Fire Protection	543,000	403,511	408,217	406,930
Forfeited Discount	53,500	26,562	24,303	27,230
<b>Total Operating Revenue</b> <sup>1</sup>	<b>\$ 6,124,100</b>	<b>\$ 4,658,235</b>	<b>\$ 4,455,029</b>	<b>\$ 4,564,640</b>
<b>Operating Expenditures</b>				
<b>Operation and maintenance expense</b>				
Source of Supply	3,042,800	2,277,364	2,338,558	2,290,980
Pumping	135,850	99,062	117,284	107,248
Water Treatment	18,500	12,818	9,823	2,648
Transmission & Distribution	479,435	348,890	241,093	274,100
Customer Accounts	52,750	37,919	49,523	32,719
Administrative and general	451,220	373,447	277,538	357,277
<b>Total Operation and Maintenance Expenditures</b>	<b>4,180,555</b>	<b>3,149,500</b>	<b>3,033,819</b>	<b>3,064,972</b>
Depreciation	528,715	377,797	396,900	308,700
Taxes-Property Tax Equivalent	1,050,000	818,088	787,500	787,500
Amortization	130,666	98,000	31,545	98,001
GASB Employee Benefit Costs	15,000	11,250	-	-
Loss on Abandoned Property	82,000	82,000	-	5,900
Taxes-FICA	28,477	20,251	17,818	19,770
<b>Total Operating Expenditures</b> <sup>2</sup>	<b>6,015,413</b>	<b>4,556,886</b>	<b>4,267,582</b>	<b>4,284,843</b>
<b>Operating Income</b>	<b>\$ 108,687</b>	<b>\$ 101,349</b>	<b>\$ 187,447</b>	<b>\$ 279,797</b>
<b>Non-Operating Revenue (Expenditures)</b>				
<b>Total non-operating revenue</b>	<b>41,619</b>	<b>41,674</b>	<b>80,516</b>	<b>84,472</b>
<b>Income before capital contributions</b>	<b>\$ 150,306</b>	<b>\$ 143,023</b>	<b>\$ 267,963</b>	<b>\$ 364,269</b>
Retained earnings - beginning	3,294,662	3,294,662	3,294,662	2,538,239
Transfer (to) from invested in capital assets	979,285	734,464	(784,027)	248,466
<b>Retained earnings - ending</b>	<b>\$ 4,424,253</b>	<b>\$ 4,172,149</b>	<b>\$ 2,778,598</b>	<b>\$ 3,150,974</b>
Capital contributions	2,940,000	209,365	-	-
Depreciation - CIAC	(841,475)	(631,106)	(631,125)	(584,370)
Transfer (to) from retained earnings	(979,285)	(734,464)	784,027	(248,466)
Change in net investment	9,967,746	7,922,557	152,902	(832,836)
Net investment in capital assets - beginning	42,367,393	42,367,393	42,367,393	43,529,045
<b>Net investment in capital assets - ending</b>	<b>\$ 52,335,139</b>	<b>\$ 50,289,950</b>	<b>\$ 42,520,295</b>	<b>\$ 42,696,209</b>
<b>Total net assets</b>	<b>\$ 56,759,392</b>	<b>\$ 54,462,098</b>	<b>\$ 45,298,893</b>	<b>\$ 45,847,183</b>

**Franklin Municipal Water Utility**  
**Comparative Balance Sheet**  
**September 30, 2019 & 2018**

*REVISED*

<b>Assets</b>	<b>2019</b>	<b>2018</b>
Current Assets:		
Cash and investments	\$ 2,123,485	\$ 2,420,639
Accounts receivable	1,881,891	1,912,103
Due from City of Franklin	-	(22,357)
Total current assets	<u>4,005,376</u>	<u>4,310,385</u>
Utility plant in service:		
Land	162,885	162,885
Buildings and improvements	3,394,166	3,392,666
Construction in Progress	1,059,406	-
Improvements other than buildings	55,613,608	55,651,603
Machinery and equipment	<u>4,607,360</u>	<u>4,625,691</u>
	64,837,425	63,832,845
Less accumulated depreciation	<u>21,266,997</u>	<u>20,096,785</u>
Net utility plant in service	<u>43,570,428</u>	<u>43,736,060</u>
Deferred Assets:		
Pension Assets	102,915	447,267
Deferred Costs	<u>10,514</u>	<u>74,724</u>
Total deferred assets	<u>113,429</u>	<u>521,991</u>
<b>Total Assets</b>	<u><u>\$ 47,689,233</u></u>	<u><u>\$ 48,568,436</u></u>
<b>Liabilities and Net Assets</b>		
Liabilities:		
Accounts payable	\$ 81,868	\$ 96,634
Accrued liabilities	922,624	874,518
Advance from municipality	123,200	139,700
Pension liability	66,480	418,383
Compensated absences reserve	75,360	75,021
Bond Payable	<u>1,005,647</u>	<u>1,059,575</u>
	2,275,179	2,663,831
Deferred Liabilities:		
Pension & OPEB Liabilities	<u>115,161</u>	<u>57,422</u>
<b>Total liabilities</b>	<u>2,390,340</u>	<u>2,721,253</u>
<b>Net Assets</b>		
Invested in capital assets, net of related debt	42,520,295	42,696,209
Retained earnings	<u>2,778,598</u>	<u>3,150,974</u>
<b>Total net assets</b>	<u>45,298,893</u>	<u>45,847,183</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 47,689,233</u></u>	<u><u>\$ 48,568,436</u></u>

REVISED

**Franklin Municipal Water Utility**  
**Comparative Statement of Cash Flows**  
**For the period ended September 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
<b>Cash Flows from Operating Activities</b>		
Operating income (loss)	\$ 187,447	\$ 285,697
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation & Amortization	428,445	406,701
(Increase) decrease in assets:		
Accounts receivable	(482,039)	(438,019)
Due from other funds	-	61,617
Taxes receivable	173,499	161,856
Prepaid expenses	2,291	-
Increase (decrease) in liabilities:		
Accounts payable	(678,791)	(614,662)
Accrued expenses	910,739	863,000
Due to other funds	-	(55,014)
Advance from municipality	(16,500)	(16,000)
Total Adjustments	<u>337,644</u>	<u>369,479</u>
<b>Net Cash Provided (Used) by Operating Activities</b>	<u>525,091</u>	<u>655,176</u>
 <b>Cash Flows From Capital &amp; Related Financing Activities</b>		
Acquisition of capital assets	(1,162,036)	(168,028)
Interest paid on long term debt	(31,238)	(32,287)
Principal on long term debt	<u>(55,000)</u>	<u>(55,000)</u>
<b>Net Cash Provided (Used) in Capital and Financing Activities</b>	<u>(1,248,274)</u>	<u>(255,315)</u>
 <b>Cash Flows from Investing Activities</b>		
Interest, property rental & other income	<u>115,246</u>	<u>120,652</u>
 <b>Net Change in Cash and Cash Equivalents</b>	(607,937)	520,513
<b>Cash and Cash Equivalents, beginning of period</b>	<u>2,731,422</u>	<u>1,900,126</u>
<b>Cash and Cash Equivalents, end of period</b>	<u><u>\$ 2,123,485</u></u>	<u><u>\$ 2,420,639</u></u>

**Franklin Municipal Water Utility**  
**Notes to the Financial Statements**  
**For the period ended September 30, 2019 and 2018**

- <sup>1</sup> Operating revenues are less than budget by \$168,279 for the first three quarters. Actual third quarter billings were used for the statements.
- <sup>2</sup> Operating expenditures are less than budget by \$289,304 for the first three quarters. The cost of wholesale water purchased from Oak Creek was estimated based on consumption billed to Franklin customers.

**Water Connection Fee**

Prior to May 31, 2002, the City collected a water connection fee on new construction and connections to existing properties, to be used to fund water main construction projects. The water connection fees on hand on September 30, 2019 total \$853,111.

**Water Impact Fee**

Since May 31, 2002 a water impact fee on residential and commercial construction replaced the water connection fee. Water Impact Fees collected in 2019 total \$304,343. Water Impact fees on hand at September 30, 2019 are \$1,857,339.

**City of Franklin**  
**Self Insurance Fund - Actives**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 2,518,701	\$ 2,035,600
Accounts receivable	309	900
<b>Total Assets</b>	<b>\$ 2,519,010</b>	<b>\$ 2,036,500</b>
<b><u>Liabilities and Net Assets</u></b>		
Accounts payable	\$ 33,849	\$ 30,620
Claims payable	290,700	290,700
Unrestricted net assets	2,194,461	1,715,180
<b>Total Liabilities and Fund Balance</b>	<b>\$ 2,519,010</b>	<b>\$ 2,036,500</b>

**City of Franklin Self Insurance Fund - Actives**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019 Original Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>2018 Year-to-Date Actual</b>
<b>Revenue</b>					
Medical Premiums-City	\$ 2,837,218	\$ 2,837,218	\$ 2,130,932	\$ 1,820,246	\$ 1,853,252
Medical Premiums-Retirees	-	-	-	-	-
Medical Premiums-Employee	642,507	642,507	481,852	393,919	343,364
Other - Invest Income, Rebates	30,000	30,000	22,500	216,655	44,787
Medical Revenue	<u>3,509,725</u>	<u>3,509,725</u>	<u>2,635,284</u>	<u>2,430,820</u>	<u>2,241,403</u>
Dental Premiums-City	112,550	112,550	71,092	83,686	81,275
Dental Premiums-Retirees	3,675	3,675	3,675	2,472	3,600
Dental Premiums-Employee	56,450	56,450	42,319	42,739	41,800
Dental Revenue	<u>172,675</u>	<u>172,675</u>	<u>117,086</u>	<u>128,897</u>	<u>126,675</u>
<b>Total Revenue</b>	<u>3,682,400</u>	<u>3,682,400</u>	<u>2,752,370</u>	<u>2,559,717</u>	<u>2,368,078</u>
<b>Expenditures:</b>					
<b>Medical</b>					
Medical claims	2,833,650	2,833,650	1,926,588	1,192,534	1,597,906
Prescription drug claims	-	-	-	157,286	252,102
Refunds-Stop Loss Coverage	-	-	-	22	(18,130)
Total Claims	<u>2,833,650</u>	<u>2,833,650</u>	<u>1,926,588</u>	<u>1,349,842</u>	<u>1,831,878</u>
Medical Claim Fees	145,850	145,850	114,492	125,297	111,840
Stop Loss Premiums	667,300	667,300	502,480	414,541	418,653
Other - Miscellaneous	118,250	118,250	27,758	9,290	19,435
HSA Contributions	-	-	-	94,375	-
Transfer to Other Funds	59,250	98,125	44,438	-	-
Total Medical Costs	<u>3,824,300</u>	<u>3,863,175</u>	<u>2,615,756</u>	<u>1,993,345</u>	<u>2,381,806</u>
<b>Dental</b>					
Active Employees & COBRA	189,000	189,000	139,592	128,988	152,432
Retiree	3,675	3,675	2,826	3,091	4,856
Total Dental Costs	<u>192,675</u>	<u>192,675</u>	<u>142,418</u>	<u>132,079</u>	<u>157,288</u>
Claims contingency				-	-
<b>Total Expenditures</b>	<u>4,016,975</u>	<u>4,055,850</u>	<u>2,758,174</u>	<u>2,125,424</u>	<u>2,539,094</u>
Revenue over (under) expenditures	(334,575)	(373,450)	<u>\$ (5,804)</u>	434,293	(171,016)
Net assets, beginning of year	<u>1,760,168</u>	<u>1,760,168</u>		<u>1,760,168</u>	<u>1,886,196</u>
Net assets, end of period	<u>\$ 1,425,593</u>	<u>\$ 1,386,718</u>		<u>\$ 2,194,461</u>	<u>\$ 1,715,180</u>



**City of Franklin**  
**City of Franklin Post Employment Benefits Trust**  
**Balance Sheet**  
**September 30, 2019 and 2018**

<b><u>Assets</u></b>	<b>2019</b>	<b>2018</b>
Cash and investments	\$ 96,685	\$ -
Investments held in trust - Fixed Inc	2,301,485	1,986,650
Investments held in trust - Equities	3,791,993	3,902,791
Accounts receivable	33,643	24,938
<b>Total Assets</b>	<b>\$ 6,223,806</b>	<b>\$ 5,914,379</b>
<b><u>Liabilities and Net Assets</u></b>		
Accounts payable	\$ 4,496	\$ 7,378
Claims payable	131,100	131,100
Due to City	-	28,391
Net assets held in trust for post emp	6,088,210	5,747,510
<b>Total Liabilities and Fund Balance</b>	<b>\$ 6,223,806</b>	<b>\$ 5,914,379</b>

**City of Franklin Post Employment Benefits Trust**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2019 and 2018**

	<b>2019</b>	<b>2018</b>
<b><u>Revenue</u></b>	<b><u>Year-to-Date Actual</u></b>	<b><u>Year-to-Date Actual</u></b>
ARC Medical Charges - City	\$ 213,086	\$ 235,383
Medical Charges - Retirees	152,195	128,294
Implicit Rate Subsidy	36,974	97,896
<b>Medical Revenue</b>	<b>402,255</b>	<b>461,573</b>
<b><u>Expenditures:</u></b>		
<b><u>Retirees-Medical</u></b>		
Medical claims	212,347	365,316
Prescription drug claims	92,184	96,767
Refunds-Stop Loss Coverage	(1,393)	(642)
<b>Total Claims-Retirees</b>	<b>303,138</b>	<b>461,441</b>
Medical Claim Fees	37,864	14,465
Stop Loss Premiums	60,736	64,695
Miscellaneous Expense	345	330
ACA Fees	172	160
<b>Total Medical Costs-Retirees</b>	<b>402,255</b>	<b>541,091</b>
Revenue over (under) expenditures	-	(79,518)
Annual Required Contribution-Net	80,105	-
Other - Investment Income, etc	778,701	253,265
<b>Total Revenues</b>	<b>858,806</b>	<b>253,265</b>
<b>Net Revenues (Expenditures)</b>	<b>858,806</b>	<b>173,747</b>
Net assets, beginning of year	5,229,404	5,573,763
<b>Net assets, end of period</b>	<b>\$ 6,088,210</b>	<b>\$ 5,747,510</b>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
NONMAJOR GOVERNMENTAL FUNDS FOR CITY OF FRANKLIN  
Period Ending 09/30/2019**

GL Number	LIBRARY- RESTRICTED- FUND	TOURISM COMMISSION FUND	FIRE DEPT GRANT FUND	ST MARTINS FAIR FUND	HEALTH DEPT GRANT FUND	OTHER GRANTS	DONATIONS FUND	CIVIC CELEBRATIONS FUND	TOTAL
REVENUES									
TAXES	-	437	-	-	-	-	-	-	437
INTERGOVERNMENTAL	-	-	7,895	-	181,519	-	-	-	189,414
LICENSES & PERMITS	-	-	-	20,372	-	-	-	300	20,672
CHARGES FOR SERVICES	9,057	-	-	-	-	-	-	93,598	102,655
MISCELLANEOUS REVENUE	44,326	-	-	-	16,306	-	24,468	39,497	124,597
INVESTMENT EARNINGS	66	5,439	-	-	-	-	-	-	5,505
Total Revenues	53,449	5,876	7,895	20,372	197,825	-	24,468	133,395	443,279
EXPENDITURES									
PERSONAL SERVICES	-	-	-	27,125	32,214	-	-	19,496	78,836
EMPLOYEE BENEFITS	-	-	-	9,901	14,903	-	-	6,791	31,595
CONTRACTUAL SERVICES	10,644	14,080	-	-	21,359	-	-	64,919	111,002
SUPPLIES	18,403	-	5,839	675	37,408	-	15,976	25,854	104,156
SERVICES & CHARGES	6,344	57,614	-	14,868	24,561	-	-	20,897	124,283
FACILITY CHARGES	667	-	529	-	-	-	-	-	1,197
CLAIMS CONTRIB AND AWARDS	410	-	-	-	-	-	-	-	410
CONTINGENCY	-	-	-	-	-	-	-	-	-
Total Expenditures	36,468	71,694	6,368	52,570	130,445	-	15,976	137,957	451,478
Excess (deficiency) of Revenues vs Expenditures	16,980	(65,818)	1,527	(32,198)	67,380	-	8,492	(4,561)	(8,199)
OTHER FINANCING SOURCES									
FUND TRANSFERS	-	-	-	11,000	-	-	-	13,000	24,000
OTHER FINANCING USES									
CAPITAL OUTLAY	7,533	-	3,251	-	10,056	5,000	13,500	-	39,340
Net Change in Fund Balance	9,448	(65,818)	(1,724)	(21,198)	57,323	(5,000)	(5,008)	8,439	(23,539)
Fund Balance - Beginning	140,621	376,069	22,572	5,604	169,623	315	150,606	70,139	935,549
Fund Balance - Ending	150,069	310,251	20,848	(15,594)	226,946	(4,685)	145,599	78,577	912,011

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> November 5, 2019
<b>REPORTS AND RECOMMENDATIONS</b>	Recommendation to opt-out of the Federal Negotiation Class pertaining to the National Prescription Opiate Litigation	<b>ITEM NUMBER</b> <i>6.17.</i>

Recently, the United States District Court for the Northern District of Ohio approved a "Settlement Class" in an attempt to resolve thousands of governmental lawsuits and claims against manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for funds spent addressing the opioid crisis. If the City does not opt-out of the settlement class by November 22, 2019, the City will be forced to join the class, will have little to no voice in settlement negotiations, and will be bound by any settlement agreed to by class representatives. Earlier this year, the Common Council retained the law firm of Phipps, Deacon & Purnell to represent the City in pursuing claims related to this matter. That law firm is advising that the City opt-out of the settlement class in an effort to retain control over any lawsuit or settlement.

### **COUNCIL ACTION REQUESTED**

A motion to opt out of the Federal Negotiation Class pertaining to National Prescription Opiate Litigation.

## **CLASS ACTION NOTICE AND FREQUENTLY ASKED QUESTIONS (“FAQs”)**

**To: All U.S. Counties, Cities, and Local Governments as listed at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.
- The Court in In re National Prescription Opiate Litigation has certified a voluntary “Negotiation Class” (“Class”). The Class is defined as **all counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”)**. The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). This list may be updated as the Court may order.
- **NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS**, it will be bound if a Class settlement is approved in the future. Your county or city will likely **NOT** be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city’s rights.
- The Court has certified two Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims under Rule 23(b)(3) and two Controlled Substances Act (“CSA”) issues under Rule 23(c)(4) (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.
- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members’ approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. **However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.**



<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>STAY IN THE CLASS</b>  <b>REQUIRES NO ACTION</b>	<p><b>Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement.</b></p> <p>By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county's share and city's suggested share – can be viewed now by utilizing the Allocation Map at the Class website, <b><a href="http://www.OpioidsNegotiationClass.info">www.OpioidsNegotiationClass.info</a></b>. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.</p>
<b>REMOVE YOURSELF FROM THE CLASS</b>  <b>REQUIRES ACTION BY NOVEMBER 22, 2019</b>	<p><b>Get out of the Class. Get no portion of any settlement. Keep rights.</b></p> <p>Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from ("opt out" of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before <b>November 22, 2019</b> by email or mail in accordance with the instructions in FAQ 26 below.</p>

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys' fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.
- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to **[www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**. Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

**Your rights and options are further explained below.**

**Any questions? Read on and visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).**

**DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION**

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

## FREQUENTLY ASKED QUESTIONS (FAQS)

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## BASIC INFORMATION

### 1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

### 2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants' practices.

### 3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

### 4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class's Class Representatives: (1) County of Albany, New York, (2) City of Atlanta, Georgia, (3) Bergen County, New Jersey, (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana, (5) Broward County, Florida, (6) Camden County, New Jersey, (7) Cass County, North Dakota, (8) City of Chicago, Illinois, (9) Cobb County, Georgia, (10) City of Concord, New Hampshire, (11) Cumberland County, Maine, (12) City of Delray Beach, Florida, (13) Denver, Colorado, (14) Escambia County, Florida, (15) Essex County, New Jersey, (16) County of Fannin, Georgia, (17) Franklin County, Ohio, (18) Galveston County, Texas, (19) County of Gooding, Idaho, (20) City of Grand Forks, North Dakota, (21) County of Hennepin, Minnesota, (22) City of Indianapolis, Indiana, (23) County of Jefferson, Alabama, (24) Jefferson County/City of Louisville, Kentucky, (25) Jersey City, New Jersey, (26) Kanawha County, West Virginia, (27) King County, Washington, (28) City of Lakewood, Ohio, (29) City of Los Angeles, California, (30) City of Lowell, Massachusetts, (31) City of Manchester, New Hampshire, (32) Maricopa County, Arizona, (33) Mecklenburg County, North Carolina, (34) The Metropolitan Government of Nashville and Davidson County, Tennessee, (35) Milwaukee County, Wisconsin, (36) Monterey County, California, (37) City of Norwalk, Connecticut, (38) County of Palm Beach, Florida, (39) Paterson City, New Jersey, (40) City of Phoenix, Arizona, (41) Prince George's County, Maryland, (42) Riverside County, California, (43) City of Saint Paul, Minnesota, (44) City of Roanoke, Virginia, (45) County of Rockland, New York, (46) City and County of San Francisco, California, (47) County of Smith, Texas, (48) County of Tulsa, Oklahoma, and (49) Wayne County, Michigan.



### 5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates) (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson (8) Cardinal (9) AmerisourceBergen, (10) CVS Rx Services Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

### 6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

## THE CLASS CLAIMS AND ISSUES

### 7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act ("RICO") claims and two federal Controlled Substances Act ("CSA") issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. **However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government's current or future litigation. This Negotiation Class concerns claims only of counties and cities.** You can read more about these claims and issues in the Court's Memorandum Opinion certifying this Class, which is posted at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

### 8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.



## WHO IS IN THE CLASS

### 9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as

**All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).**

**A complete current list of Class Members is available at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). The list may be updated as the Court may order.**

The terms ‘counties’ and ‘cities’ are used only as shorthand. The Class includes political subdivisions with other names such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

### 10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

### 11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now, and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

### 12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

## THE NEGOTIATION CLASS PROCESS

### 13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps

- On **September 11, 2019**, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward
- On or before **September 20, 2019**, Class Action Notice will be sent via First-Class mail and posted to the Class website **[www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)** to all Class Members
- Class Members have until **November 22, 2019** to decide whether to participate or to opt out of the Class. This is the "opt-out period." All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves ("opt out") and not participate in the Class must act—they must submit a copy of the enclosed Exclusion Request Form on or before **November 22, 2019**, using the instructions in FAQ 26
- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class
- After that, the Class will operate if—and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism
- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role

### 14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

### 15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members as described in FAQ 18 and 19, the Court will review and decide whether to approve it under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See [https://www.law.cornell.edu/rules/ficp/rule\\_23](https://www.law.cornell.edu/rules/ficp/rule_23))

### 16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement even if it has received approval from the Class. However, as described in FAQ 27, you

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

#### **17. How long will the Negotiation Class last?**

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process, and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

## **VOTING**

#### **18. If there is a proposed Class settlement, how will the voting be done?**

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes, as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members' votes will be tabulated mechanically within each applicable voting pool to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

#### **19. If there is a proposed Class settlement, how many votes are needed to approve it?**

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote,
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit regardless of size, so that each voting entity has one vote,
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, **[www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**. Individual residents in this category may be counted twice: once as a resident of a municipality, and once as a resident of a county.

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

- 75% of the total population of all voting Class Members that had not filed suit as of June 14 2019 For this computation the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote Thus by way of example, if a county votes and has a population of 20 000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor Again the population for each County or City will be based on current census data The current data is presented on the Class website **[www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)** Individual residents in this category may be counted twice, once as a resident of a municipality and once as a resident of a county
- 75% of the litigating Class Members casting votes weighted by their settlement fund allocations as shown at the Allocation Map posted at [opioidsnegotiationclass.info](http://opioidsnegotiationclass.info) and
- 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at [opioidsnegotiationclass.info](http://opioidsnegotiationclass.info)

**For purposes of counting votes, only votes cast will be considered.** In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in **each** of these six categories must be in favor No settlement will be submitted to the Court for final approval unless 75% of those voting in **each** of the six categories are in favor No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal

## ALLOCATION OF CLASS SETTLEMENT FUNDS

**26. If there is a Class settlement, how will my County or city's share of the settlement be determined?**

Any Class settlement funds will be distributed in three steps

**Step 1** Each county's share of the settlement will be distributed in accordance with an "allocation model" The allocation model uses three factors based on reliable, detailed, and objective national data to determine the share of a settlement fund that each county will receive These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1 3-1/3) (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county, and (3) the number of people who suffer opioid use disorder in the county This model is designed not to favor either small or large counties based solely on population Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm

**Step 2** Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past Any of the affected jurisdictions may ask a Special Master to apply a different formula

**Step 3** If the default allocation is used and a city's share is less than \$500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy Affected cities could seek recovery through intra-county allocation described in Step 2 or from the Class Members' Special Needs Fund (see FAQ 24) In the rare circumstance that a city with a share of less than \$500 lies in a county that does not have a county government the amount would instead go to the Class Members' Special Needs Fund and Class members could seek recovery from that Fund

Further information about the allocation formulas and their data sources are available at the Class website

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



## **21. What happens if a county and its constituent cities make different decisions about staying in the Class?**

- If a county and all of its constituent cities remain in the Class, each entity's share will be determined as explained in FAQ 20
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County's allocation be reduced
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

## **22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?**

The Negotiation Class process does not interfere with a Defendant's ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class's lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

## **23. Will Negotiation Class Representatives receive anything more than other Class Members?**

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member's. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

## **24. What is the Special Needs Fund?**

Fifteen percent (15%) of any Class settlement fund will be put into the "Special Needs Fund." Any Class Member may apply for a distribution from the Special Needs Fund (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019, and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member's allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

# **YOUR RIGHTS AND OPTIONS**

## **25. Can my county or city exclude itself from the Negotiation Class?**

Yes. You have a **one-time** opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



exclude your county or city As explained in FAQ 27, you will likely **not** be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time

## **26. How does my county or city exclude itself from the Negotiation Class?**

You may exclude your county or city ("opt out") by signing and sending, either by email or by first-class U S mail, the enclosed Exclusion Request Form

- If submitted by email, the form must be sent to [info@OpioidsNegotiationClass.info](mailto:info@OpioidsNegotiationClass.info) on or before **November 22, 2019**
- If submitted by mail, the form must be postmarked on or before **November 22, 2019** and sent by first-class U S mail to

NPO Litigation  
P O Box 6727  
Portland, OR 97228-6727

The Exclusion Request Form must be signed by an **authorized** official or employee of the county or city itself, under penalty of perjury pursuant to 28 U S C § 1746, and is subject to verification by the Court If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class

## **27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn't like a proposed settlement?**

Not under the current Court Order The Court's Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class The exclusion deadline ends on November 22, 2019 If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out Therefore, Class Members should not rely on that possibility Class Members should expect that there will be no opportunity to opt out of the Class after **November 22, 2019**

## **THE LAWYERS REPRESENTING THE CLASS**

### **28. Who are the Class Counsel?**

The Court has authorized the following six lawyers to jointly represent the Negotiation Class Jayne Conroy and Christopher A Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel Each of these six lawyers represents only cities or counties in Opioids-related litigation

### **29. How do Class Counsel get paid?**

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h) As a Class Member, you will receive notice and have an opportunity to object to any such application The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit The Court will make the final decision about all fees paid out of the Class's recovery to any lawyer

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



**30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?**

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a "Private Attorneys Fund" from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

## **GETTING MORE INFORMATION**

**31. How can my County or City keep up with what's going on in this case?**

Pertinent news and information will be posted at the Class website, [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

**DO NOT WRITE OR CALL THE COURT OR THE  
CLERK'S OFFICE FOR INFORMATION**

DATE September 11, 2019





\*4539001033813\*

**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**

**Read this page carefully then turn to Page 2 if you want to sign and send**

**Complete this form ONLY if your County or City does NOT want to remain a Class Member and does not want to share in any potential negotiated Class settlement.** If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO**

\_\_\_\_\_ x

In re NATIONAL PRESCRIPTION  
OPIATE LITIGATION

1:17-md-2804 (DAP)

\_\_\_\_\_ x

Class Notice Administrator  
NPO Litigation  
P O Box 6727  
Portland, OR 97228-6727

Dear Class Notice Administrator

My County or City does **NOT** want to be a member of the Negotiation Class certified in the *In re National Prescription Opiate Litigation*. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before **November 22, 2019** OR by first-class U S mail (to the mailing address on page 2) post-marked on or before **November 22, 2019**, I am opting my County or City out of the Negotiation Class and it will **NOT** be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is **NOT** guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should **NOT** return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at 1-877-221-7468, or visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) **BEFORE** I mail this form to you and **BEFORE** November 22, 2019.

**TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM  
AND FOR EMAIL AND MAILING ADDRESSES**





\*4539001033813\*

**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**  
**Read Information on Page 1 carefully before signing**

Having read and understood the information on page 1, the County or City (**circle one**) entitled \_\_\_\_\_ in the State of \_\_\_\_\_ hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804 Under penalty of perjury and in accordance with 28 U S C § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City

Signature \_\_\_\_\_

Print name: \_\_\_\_\_

Title \_\_\_\_\_

City or County Represented \_\_\_\_\_ (Circle one) City / County

Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

Date \_\_\_\_\_

**BY NOVEMBER 22, 2019**

**EMAIL TO:**

info@OpioidsNegotiationClass info

**OR SEND BY  
FIRST CLASS MAIL TO:**

NPO Litigation  
P O Box 6727  
Portland, OR 97228-6727

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11-05-19
REPORTS & RECOMMENDATIONS	Committee of the Whole Recommendations	ITEM NUMBER <i>G, 18.</i>
<p>Recommendation from the Committee of the Whole Meeting of November 4, 2019:          Johns Disposal Services, Inc. Contract Amendment Options to Provide Weekly Recycling          and Automated Garbage Services.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>As directed</p>		

CLERKDEPT

G.18.

**City of Franklin, WI  
Solid Waste Fund  
2020 Options**

6-Nov-19

	Current	Man Garb Bi Wkly Recycling	Man Garb Weekly Recycling	Auto Garb Bi Wkly Recycling	Auto Garb Weekly Recycling
<b>Rev Inc</b>	<b># of Units 11369</b>	<b>129,607</b>	<b>315,149</b>	<b>129,607</b>	<b>315,149</b>
<b>Cost Inc Recycling</b>	<b>11369</b>	<b>129,607</b>	<b>315,149</b>	<b>129,607</b>	<b>315,149</b>
19.0341.5284					
Johns letter		With CPI			
Garbage	62.70	63.89	62.70	62.70	62.70
Recycling	33.48	34.12	44.88	61.20	61.20
Total/Unit	96.18	98.01	107.58	123.90	123.90
Fee Increase		1.83	11.40	27.72	27.72
2019 Fee		106.95	106.95	106.95	106.95
2020 Solid Waste Fee to residents		118.35	134.67	118.35	134.67

L:\41803 VOL1 Finance\BUDGET\2020 Budget\Working Files\Solid Waste Fund Collection Options.xlsx]Second C

<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  November 5, 2019
<b>REPORTS AND RECOMMENDATIONS</b>	<p>Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.; Acknowledgement of Development Agreement by Strauss Investments, LLC; Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>ITEM NUMBER</b>  <i>G.19.</i>
<p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  November 5, 2019
<b>REPORTS AND RECOMMENDATIONS</b>	<p>Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for the +/- 73 acres propert(ies) at the Southwest corner of South 27th Street and West Oakwood Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for the development of +/- 73 acres propert(ies) at the Southwest corner of South 27th Street and West Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>ITEM NUMBER</b>  <i>G. 20.</i>

Department of City Development and Engineering, Administration, Finance and Legal Services departments staff will be present at the meeting.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for the development of +/- 73 acres propert(ies) at the Southwest corner of South 27th Street and West Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.



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<p><b>APPROVAL</b></p> <p><i>slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>November 5, 2019</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Potential development and proposal and potential development agreement by and with ZS Enterprises, LLC for Franklin Corporate Park property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p><b>ITEM NUMBER</b></p> <p><i>6.21.</i></p>
<p>Department of City Development and Engineering, Finance and Legal Services departments staff will be present at the meeting.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

Engineering Dept.: GEM; Economic Development Dept.: CB

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<b>APPROVAL</b> <i>slw RM</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>11/5/19</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>H. I.</i>

Attached are vouchers dated October 11, 2019 through November 1, 2019 Nos 175756 through Nos 175970 in the amount of \$ 5,926,490 26 Included in this listing are EFT's Nos 4131 through Nos 4147 Library vouchers totaling \$ 29,814 74, Water Utility vouchers totaling \$ 34,145 39 and Property Tax refunds in the amount of \$ 1,245 93 Voided checks in the amount of \$ (1,789 93) are separately listed

Summary of large distributions

American Deposit Management	\$ 2,048,000 00
Knight Barry	\$ 419,050 72
Milw Metro Sewer	\$ 637,254 72
Seagave Fire Apparatus	\$ 633,196 00
TI Investors	\$ 833,335 00
All other distributions	<u>1,355,653.82</u>
<b>Total Distributions</b>	<b>\$5,926,490.26</b>

Knight Barry draw #18 in the amount of \$ 2,095,252 72 was approved at the Council meeting on October 1, 2019 The balance of \$ 419,050 72 was paid and is included in this distribution

Early release disbursements dated October 11, 2019 through October 31, 2019 in the amount of \$ 3,275,601 12 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920

The net payroll dated October 25, 2019 is \$ 395,574 05 previously estimated at \$ 393,000 00 Payroll deductions dated October 25, 2019 are \$ 416,640 62 previously estimated at \$ 416,000 00

The estimated payroll for November 8, 2019 is \$ 399,000 00 with estimated deductions and matching payments of \$ 211,000 00

Attached is a list of property tax payments Check Nos 17906 through Nos 17907 dated October 12, 2019 through October 31, 2019 in the amount of \$ 4,327 14 These payments have been released as authorized under Resolution 2013-6920

Approval to release payment to Knight Barry in the amount of \$ 24,904 53

Approval to release payments for Ballpark Commons project draws pending conditions precedent per the Developer's Agreement and review and approval of the Director of Finance & Treasurer

TID 7	June Expenditures	\$ 355,416 70
TID 7	July Expenditures	\$ 125,644 48
TID 5	June – Sept Expenditures	\$ 2,005,280 93
<b>TOTAL</b>		<b>\$2,486,342.11</b>

Approval to release American Deposit Management investment transfer in the amount of \$1,700,000 00

### ***COUNCIL ACTION REQUESTED***

Motion approving the following

- City vouchers with an ending date of November 1, 2019 in the amount of \$ 5,926,490 26 and
- Payroll dated October 25, 2019 in the amount of \$ 395,574 05 and payments of the various payroll deductions in the amount of \$ 416,640 62 plus City matching payments and
- Estimated payroll dated November 8, 2019 in the amount of \$ 399,000 00 and payments of the various payroll deductions in the amount of \$ 211,000 00, plus City matching payments and
- Property Tax payments with an ending date of October 31, 2019 in the amount of \$ 4,327 14 and
- Knight Barry payment in the amount of \$ 24,904 53 and
- Ballpark Commons project draws in the amount of \$ 2,486,342 11 and
- American Deposit Management investment transfer in the amount of \$1,700,000 00

**ROLL CALL VOTE NEEDED**

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/5/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER 1.1.

See attached listing from meeting of November 5, 2019.

**COUNCIL ACTION REQUESTED**



414-425-7500

**License Committee  
Agenda\*  
Aldermen's Room  
November 5, 2019 – 5:55 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>	
<b>License Applications Reviewed</b>		<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Class B Beer 2019-2020 6:00 p.m.</b>	<b>Marcus Cinemas of Wisconsin, LLC</b> DBA Marcus Showtime Cinema 8910 S 102 St Michael D Ridgway, Agent			
<b>Operator 2019-2020 New</b>	<b>Frybarger, Alexandra-Elexis A</b> 10074 W Loomis Rd Franklin, WI 53132 Hideaway Pub & Eatery			
<b>Operator 2019-2020 New</b>	<b>Hanson, Trinity A</b> 3842 W Forest Hill Ave Franklin, WI 53132 Walgreens #05884			
<b>Operator 2019-2020 New</b>	<b>Henderson, Shantasia L</b> 5814 W Coldspring Rd #109 Greenfield, WI 53220 Chili's Grill & Bar			
<b>Operator 2019-2020 New</b>	<b>McCoy, Katie A</b> 6145 S Cory Ave Cudahy, WI 53110 Milwaukee Burger Company			
<b>Operator 2019-2020 New</b>	<b>Otto, Lori A</b> 5967 Oriole Lane Greendale, WI 53129 Rawson Pub			
<b>Operator 2019-2020 New</b>	<b>Risacher Cavros, Jean M</b> 4620 W Anita Ln Franklin, WI 53132 Hampton Inn & Suites			
<b>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</b>	<b>Fleet Reserve Association Branch 14 – St Martins Fair</b> Fee Waivers: St. Martins Fair Permit Date of the Event(s): Sept 6-7, 2020 Location: St. Martins Labor Day Fair			
<b>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</b>	<b>Franklin Civic Celebration</b> Fee Waivers: Operator's Licenses, Temporary Class B Beer & Wine License, Temporary Entertainment & Amusement License, Soda License, and Park Permits. Date of Event: 7/3/20 - 7/5/20 Location: Franklin City Hall, Lions Legend Park 1			

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Park Concerts – Free Concerts</b> Fee Waivers: Park Permits, Band Shell Fees, Temporary Entertainment and Amusement License Date of Events: 6/28/20, 7/12/20, 7/26/20, 8/09/20, and 8/23/20 Location: Lions Legend Park 1			
<b>3.</b>	<b>Adjournment</b>			
		Time		

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



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